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Current Topics.

New Draft Rules in Admiralty Actions.

A SET OF draft new rules of the Supreme Court have been issued under the Rules Publication Act, 1893, and are printed elsewhere. The first makes an alteration in ord. 13, r. 12 ("Default of appearance in actions not otherwise provided for"), which has the effect of making special provision for the case of default of appearance in Admiralty actions *in rem*. If the defendant does not appear within the time limited, then, upon filing of an affidavit of service, and of a statement of claim, and of a certificate of non-appearance, the action may, on the expiration of twenty-one days from the service of the writ, be set down for judgment by default. A new rule—ord. 27, r. 11A—makes similar provision for judgment by default in Admiralty actions *in rem*, if the defendant makes default in delivering a defence; and a rule substituted for ord. 29, r. 16, varies the provision for proceeding with the action by default where bail is not given.

Proposed Liability of Solicitor for Fees on a Reference.

ATTENTION SHOULD be directed to the new rule proposed to be introduced as rule 55b in order 36 ("Trial") in the section of that order which regulates trials before the official referees. In any proceedings before an official referee in which the party by whom the court fees are payable is represented by a solicitor, if the fees are not paid it is to be in the power of the court, on the application of the official solicitor by summons, to order the solicitor personally to pay the amount of the fees, and to pay also the official solicitor's costs of the application. Any costs of the official solicitor not so recovered are to be paid out of such moneys as may be provided by Parliament. Why is it sought to impose this burden on solicitors? Surely there ought to be some more equitable way of securing the official costs of a reference.

New Winding-up Rules.

WE PRINT elsewhere two new rules which have been made pursuant to section 26 of the Companies (Winding-up) Act, 1890. The first directs that, if the petitioner or his solicitor does not duly advertise the petition within the time prescribed

by rule 27 of the Companies (Winding-up) Rules, 1903, or within such extended time as the registrar may allow, the appointment for the hearing of the petition is to be cancelled, and the petition removed from the file, unless the judge or the registrar otherwise directs. And the second new rule adds a proviso to rule 170 (2), authorizing the official receiver, when acting as liquidator, to pay without taxation the costs of any person other than a solicitor employed by him up to £2.

Disposition by a Married Woman in Favour of Her Husband.

A LEARNED correspondent, referring to a recent article (*ante*, p. 5) on dispositions by a married woman for the benefit of her husband, calls attention to the view taken by COZENS-HARDY, J., in *Barron v. Willis* (48 W. R., 26; 1899, 2 Ch. 578), that the relation of husband and wife is not on the same footing in respect of the doctrine of undue influence as the relations of guardian and ward or parent and child. The case of *Barron v. Willis* (which was complicated by the acting solicitor being himself interested) went to the House of Lords (1902, A. C. 271), and Lord DAVEY says (p. 284) "what the husband's solicitor ought to have done was to advise her to consult a solicitor separate from and independent of her husband." No doubt the relation in question has not been put quite on the same footing as that of guardian and ward and some other confidential relationships, but we think that the very case cited (which was carefully considered in writing the article) shews that it cannot be said that the law of undue influence does not apply at all.

The Committee on the Bankruptcy Laws.

A COMMITTEE upon the Bankruptcy Laws has been appointed by the President of the Board of Trade, and the nine members include Mr. M. J. M. MACKENZIE, one of the Official Referees (chairman), Mr. JOSEPH ADDISON, representing the Law Society, and Mr. JOHN SMITH, C.B., late Inspector-General in Bankruptcy. The committee are charged with the general duty of inquiring into and reporting upon the bankruptcy laws, and the prevention and punishment of frauds by debtors upon their creditors; and in particular they are to report on the desirability of amending the provisions of the bankruptcy laws in relation to the investigation of the bankrupt's conduct and the realization of his estate; on the position of debtors who are married women; on the right of a bankrupt to discharge and, in the case of a bankrupt solicitor, to renew his practising certificate; and on the rights of trustees in bankruptcy against persons who have honestly dealt with bankrupts in respect of property acquired during the bankruptcy, and against persons claiming under settlements when the settlor has become bankrupt. The committee are also to report as to the desirability of requiring certain classes of securities which are now exempt from registration to be registered, and of bringing under official control and audit estates administered by trustees under voluntary arrangements between insolvent debtors and their creditors.

The Defects of the Bankrupt Law.

THE appointment of the Bankruptcy Committee would lead us to infer that the mercantile community are not wholly satisfied with the Bankruptcy Act, 1883, and the Acts by which it has been amended. If this be the case, the Act has only shared the same fate as every preceding enactment relating to the bankruptcy law. The Act of 1861 was admitted to be a failure. With regard to the Act of 1869, Mr. CHAMBERLAIN, in introducing the Act by which it was repealed, spoke of it as "the most unsatisfactory and the most unfortunate of the many attempts which have been made to deal with the subject, and the object of the almost unanimous condemnation of all classes." We are afraid that this failure of every effort to amend the law is inherent in the nature of English commercial life. The creditor who has any experience of official administration has no expectation of any substantial dividend, and thinks that he will save time and trouble by writing off his claim as a bad debt. He has not much interest in the punishment of a fraudulent bankrupt, and has every wish that the extent of his loss through the bankrupt's fraud should be concealed from the public. Apart, however, from the realization of the bankrupt's estate, the investigation of his conduct ought not to be checked

by the apathy of creditors, and the committee, may be able to give some valuable suggestions on this matter. The position of debtors who are married women certainly calls for attention. Subject to the law as to separate estate, we see no reason why, as respects the bankruptcy law, a married woman should not be in the same position as one who has remained unmarried. And, as is well known, the power of debtors in respect of after-acquired property requires to be placed upon a consistent basis.

Disqualification of Justice on the Ground of Interest.

THE OBSERVATION of Mr. Justice PATTERSON in *E. v. Cheltenham Commissioners* (1 Q. B. 467) that, in cases where interested parties have acted and made orders as magistrates, "the magistrate interested may not recollect his interest, though afterwards the party failing may pick out this objection," received rather an amusing illustration at the Guildhall last week. Mr. Alderman CROSBY, having imposed fines on two persons for travelling on a railway with intent to avoid payment of their fares, the solicitor for the company asked, in one of the cases, for costs, whereupon the alderman is reported to have said, "Yes, certainly. I am a shareholder of the company, and I do not see why I should pay his costs." Mr. CROSBY had quite unconsciously brought himself within the rule that no magistrate, however duly authorized in all other respects, can act judicially in a case wherein he is himself a party; and the chief clerk had to point out that the case must go before another magistrate. The alderman could not help observing, "Why did not someone tell me before? One must be a shareholder in something or one could not sit in this chair and give one's time. If you are going to shut out all the aldermen who are shareholders, the administration of justice in the City will become a difficult matter. Very few of the aldermen, I believe, can sit on the Licensing Committee." A magistrate who is not a lawyer may be excused for forgetting that he is an interested person, when it is remembered that the decree of a Lord Chancellor has been reversed because he had granted relief to a company in which he was himself a shareholder.

Sale by Trustees of Leaseholds in Lots.

IT is interesting to notice, as a correspondent points out in a letter which we print elsewhere, that one of the proposals made by the Conveyancing Bill, introduced by Lord DAVEY, which would have the effect of overruling *Re Walker and Oakshot's Contract* (50 W. R. 41; 1901, 2 Ch. 383), has been already effected by the decision of the Court of Appeal in *Re Judd Poland and Skelcher's Contract* (reported elsewhere). In the former case trustees put up for sale leasehold property held under the same lease in three lots, and the conditions of sale provided that if the three lots were not all sold to the same purchaser the sale should be carried out by the grant to each purchaser of an underlease at an apportioned rent for the residue of the term except the last day. It was held, however, by KEKEWICH, J., that, although this transaction was in fact a sale by way of sub-lease, yet it was not a sale within the trustees' power of sale. It did not get rid of the liability which attached to the trustees as assigns of the lease, and the trustees ought not to keep themselves liable to the rent and covenants under the head lease, and so preserve also a right of indemnity against the estate. In the present case of *Re Judd Poland and Skelcher's Contract*, trustees for sale put up leasehold property in lots under conditions which required that, if all the lots were sold, the purchaser of the most valuable lot should take an assignment of the lease, and then grant underleases to the other purchasers, but that, if all the lots were not sold, the trustees should carry out the sale of the lots sold by granting underleases. Only one of the lots was sold, and WARRINGTON, J., in reliance on *Re Walker and Oakshot's Contract*, supported the purchaser's objection that the trusts did not authorize an underlease. The Court of Appeal (COLLINS, M.R., and ROMER and COZENS-HARDY, L.JJ.), however, have reversed this result. ROMER, L.J., pointed out that section 13 of the Trustee Act, 1893, expressly confers upon trustees power to sell by lots, and no limitation ought to be put on this power except that the trustees were not to do anything unreasonable.

But conditions of sale in the case of leaseholds such as those in question were, observed the learned judge, ordinary and usual conditions, well known to conveyancers when the property was being sold in lots, and he did not know any conditions which would be more beneficial to the estate, or cause less liability to it. In this conclusion the rest of the court concurred, and there is an end, therefore, of *Re Walker and Oakshott's Contract*.

Lenient Sentences.

WE HAVE read the report of two cases tried before Mr. Justice A. T. LAWRENCE at the last sittings of the Central Criminal Court, and cannot help saying that the sentences appear to us to be unsatisfactory. They are both cases of offences against the person in which the knife was used; a form of violence which is common enough on the Continent, but which is by many persons supposed to be opposed to the habits of the English people. Of the first case it is not necessary to say much. The prisoner, a workman of mature age and bearing an excellent character, goes home unexpectedly, and finds the prosecutor in his bedroom with his wife. An altercation follows, and the prisoner seizes a knife from the table and inflicts a wound on the prosecutor's throat. The prisoner pleaded guilty to the charge of wounding with intent to do grievous bodily harm. The provocation was great, and had, of course, to be considered in awarding the punishment, but it is quite unnecessary to say that nothing should be done to encourage the idea that to wound a man with a deadly weapon on such an occasion is lawful, or, if unlawful, will receive only a nominal punishment. But the judge is reported to have said that the act was quite a natural one in the circumstances, and the sentence which he imposed was that of seven days' imprisonment with hard labour. The sentence in the other case appears to us to be open to the strongest objection. The prisoner, a young man, an ostler, had been keeping company with a young woman who broke off her acquaintance with him because she thought he had a bad temper. This opinion as to his temper seems to have been fully justified by what followed, and it was an excellent reason for withdrawing from his society. He meets her in the street; she tries to avoid him, and he then stabs her with a penknife, and after she has fallen to the ground strikes her repeatedly with the knife. In all twenty-two wounds were inflicted upon her, though fortunately none of them were dangerous. The prisoner, after inflicting the wounds, drank a quantity of laudanum. He recovered from the poison, and we will only say that this attempt at suicide was, coupled with the other circumstances, some evidence that he contemplated murder. His defence was, first, that, when young, he had received a heavy blow on the head, and the result was that when he got into a temper he lost control of himself. A similar defence is extremely common in cases of murderous assault, and we need hardly comment on the further defence, that he had no intention of doing the prosecutrix any grievous bodily harm. The jury found the prisoner guilty of wounding with intent to do grievous bodily harm, a merciful verdict, as it seems to us; and the judge, in passing sentence, said he hoped that this would be a lesson to the prisoner to keep better control over his temper in the future. He would take into consideration in his favour the excitement he was under at the time and the good character which he bore. He sentenced the prisoner to four months' imprisonment with hard labour. It seems to us impossible to find anything in the nature of the case to justify so lenient a punishment. The prisoner might have had a good character, but his act shewed that he had the instincts of a savage. We hope that the time has not come when persons who suffer from "uncontrollable excitement" are to receive special favour or consideration.

The Registration of Charity Lands.

PROVISION is made by rules 83 and 84 of the Land Transfer Rules, 1903, for the registration of lands held upon charitable trusts which are subject to the jurisdiction of the Charity Commissioners. The charity trustees are for the purposes of section 68 of the Land Transfer Act, 1875, to be deemed to be trustees of the land with a power of sale, and the Charity Commissioners are to be deemed to be persons whose consent is required to the exercise of the power of sale. Consequently, the trustees can,

with the consent of the commissioners, apply for registration of the land, but rule 85 provides that the two preceding rules shall not apply to land held for charitable uses which can be sold without the consent of the Charity Commissioners. In the majority of cases such consent is clearly required, but whether this is so in any particular case may depend upon the construction of the somewhat difficult provisions of section 62 of the Charitable Trusts Act, 1853, and in *Re The Church Army* (Times, 4th inst.), where the question arose, the Court of Appeal have affirmed the decision of KEKEWICH, J., upon the application of the section to the facts of that case. The effect of the section is to exclude from the jurisdiction of the Charity Commissioners charities which are wholly maintained by voluntary contributions; and where a charity is maintained partly by voluntary subscriptions and partly by income arising from endowment, the jurisdiction extends only to income arising from endowment. Then there follows a provision that no donation or bequest, of which no special application has been directed by the donor or testator, and which may legally be applied as income, shall be subject to the jurisdiction of the commissioners, and no portion of any such donation or bequest, or of any voluntary subscription which may be appropriated by the governing body for any defined object, is to be subject to the jurisdiction of the commissioners. The effect of this enactment was considered in *Re Clergy Orphan Corporation* (43 W. R. 150; 1894, 3 Ch. 145), and it was held that, where funds applicable as income have been invested in land, such investment does not constitute the land an endowment so as to subject it to the jurisdiction of the commissioners. The investment does not deprive the governing body of their power to sell the land and dispose of the proceeds as income, notwithstanding that the investment is in fact regarded as permanent. In other words, benefactions which are in the first instance exempt from the jurisdiction, on the ground that they can legally be applied as income, retain this exemption through all subsequent changes as long as the power so to apply them continues. In the present case the Church Army had received large donations and had applied part of them in acquiring buildings for its headquarters. Upon an application for registration of title, the registrar took the objection that the premises were an endowment, and that the consent of the Charity Commissioners was required, but upon the facts it has been held, both by KEKEWICH, J., and the Court of Appeal, that the funds with which the premises were acquired came out of income applicable to the general purposes of the army. Hence the investment in land did not subject the land to the jurisdiction of the commissioners, and their consent to registration was not necessary.

The Property in Architectural Drawings.

THE DECISION of the Court of Appeal in *Gibbon v. Pease* (1905, 1 K. B. 810)—that a custom under which an architect employed upon the work necessary to the alteration of houses is entitled to retain the plans and specifications as his own property, was unreasonable, and that the building owner could insist upon having the plans and specifications delivered to him—is generally understood to have given much dissatisfaction to architects, and this was made evident at a discussion on "The Legal Ownership of Architectural Drawings" which recently took place at a joint meeting of the Architectural Association Discussion Section and the Law Students' Debating Society. We gather from a report of this discussion in the *Builder* that the claim of the architects is to something in the nature of a copyright in their plans, and it is suggested that, if the building owner obtains possession of them, he may use them to the injury of this copyright. In short, other churches or houses may be erected from the same drawings without any benefit to the architect. The objection that, if the architect is entitled to the plans, he may carry them off, and leave the building owner without the means of knowing the situation of the drains, flues, and other parts of the building, seems to have little weight with the profession. The law students argued in favour of the existing law, but upon a division the view of their opponents was carried by a large majority.

Mr. Justice Phillimore has so far recovered from his attack of influenza that he has been able to leave London for his country house at Henley-on-Thames.

The Futility of the Insurance Fund under the Land Transfer Acts.

THE decision of the Court of Appeal in *Attorney-General v. Odell* (*Times*, 7th inst.) deprives the Land Registry Office of the chief argument which it has hitherto been able to adduce in favour of the system so widely advertised as the panacea for all the troubles incident to title to land. Whatever might be said against the system on the ground of trouble, complication, and expense, it at least, so it might be urged, afforded to registered proprietors of land and charges a sure protection against losses by fraud. The possibility of such loss has been shown by numerous decided cases, and the possibility of its occurring under a system of registration of title was contemplated when the Land Transfer Act of 1875 came to be amended by the Act of 1897; but, in order to justify the compulsion introduced by that Act, it was necessary to offer some counterbalancing advantage, and this was found in the establishment of the insurance fund. No sooner, however, does the protection afforded by the fund come to be tested, than it appears to be entirely useless to meet the cases for which landowners might suppose it to have been introduced. And it is to be noticed that the decision in *Attorney-General v. Odell* does no more than repeat the lesson of *Gibbs v. Messer* (1891, A. C. 248), which was decided in regard to the insurance fund established under the Victorian Registration Act.

In the present case the claim against the insurance fund arose out of the rectification of the register by the removal of the name of the transferee of a registered charge. In December, 1901, Mrs. CONNELL was registered as the proprietor of a charge upon certain premises for £350 and interest. This charge was afterwards reduced to £300. Mrs. CONNELL's solicitor entered into negotiations with Mr. ODELL to take a transfer of the charge, and Mr. ODELL agreed to do so. A transfer of the charge purporting to be signed by Mrs. CONNELL was registered, and Mr. ODELL paid the £300 to her solicitor in pursuance of a written authority which purported to be signed by her. In fact her signature to these documents had been forged, and when she discovered the transaction she at once applied to the court to rectify the register. Mr. ODELL's name was removed, and Mrs. CONNELL's was restored as proprietor of the charge. Thereupon Mr. ODELL claimed to be indemnified out of the insurance fund in respect of the removal of his name.

The provisions as to rectification of the register are contained in sections 95 and 96 of the Land Transfer Act, 1875. Section 95 provides that, subject to any estates or rights acquired by registration in pursuance of the Act, where the court has decided that any person is entitled to any estate, right, or interest in or to any registered land or charge, and as a consequence of such decision, the court is of opinion that a rectification of the register is required, the court may make such order for rectification as it thinks just; and section 96 provides that, subject to any estates or rights acquired by registration, if any person is aggrieved by any entry made in the register, he may apply to the court for an order that the register may be rectified, and the court may, if satisfied of the justice of the case, make an order for the rectification of the register. Under each section, therefore, the power of rectification is expressed to be subject to estates or rights acquired by registration in pursuance of the Act, and section 95 contemplates that a title adverse to that of the registered proprietor has been established, and that a consequential alteration of the register is necessary, while section 96 provides for rectification generally where any person is prejudiced by an entry in or omission from the register. But in either case rectification of the register means that the person against whom this is done suffers loss, and the insurance fund established under section 7 of the Land Transfer Act, 1897, is the natural resource of the person so damaged.

Sub-section 1 deals with the case where loss arises through an entry or omission in the register which is not capable of rectification under the Act of 1875. Then sub-section 2 provides that, where a registered disposition would, if unregistered, be absolutely void, or where the effect of the entry or omission would be to deprive a person of land of which he is in

possession, the register shall be rectified, and the person suffering loss by the rectification shall be entitled to indemnity. This sub-section, as is well known, secures that an entry in the register shall not have the effect of depriving the true owner of land of which he is in possession. Then sub-section 3 excludes from the right to indemnity any person who is privy to the error in the register. It provides that a person shall not be entitled to indemnity for any loss where he has caused or substantially contributed to the loss by his act, neglect, or default, and it states that the omission to take certain specified precautions as to registering restrictions shall be deemed to be neglect. The material provision for the purpose of the present case is that of sub-section 4, which runs as follows: "Where the register is rectified under the principal Act"—that is, the Act of 1875—"by reason of fraud or mistake which has occurred in a registered disposition for valuable consideration, and which the grantee was not aware of and could not by the exercise of reasonable care have discovered, the person suffering loss by the rectification shall likewise be entitled to indemnity under this section."

At first sight sub-sections 3 and 4 appear exactly to meet such a case as *Attorney-General v. Odell*, and the claimant's right to be indemnified out of the fund was admitted by the registrar when the claim was in the first instance brought before him under sub-section 5, and the decision of the registrar was upheld on appeal to KEKEWICH, J. (53 W. R. 541). The claimant had not caused or substantially contributed to the loss by his act, neglect, or default, so as to be deprived of the right to indemnity under sub-section 3, and the circumstances seemed to give him an actual right to indemnity under sub-section 4. The Court of Appeal, however, have denied that he had any such right, and, so far as we gather from the report, upon considerations drawn from the general scheme of the Land Transfer Acts rather than from the actual language of section 7 of the Act of 1897. The words of sub-section 4, said VAUGHAN WILLIAMS, L.J., "are undoubtedly capable of a construction wide enough to support Mr. ODELL's claim to indemnity on the ground that he has suffered loss by the rectification of the register necessitated by reason of the fraud and forgery of the name of the registered proprietor of the charge, but on its true construction I do not think that this sub-section entitles Mr. ODELL to indemnity. It is true that the register has been rectified by reason of fraud which has occurred in a registered disposition for valuable consideration, but in my judgment the whole scheme of the Acts is to afford facilities and give security in the transfer of land and in the creation and transfer of incumbrances thereon to those who have acquired estates or rights by registration, or to those who have for valuable consideration become transferees from registered proprietors of land or charges."

The reference in this passage to persons who have acquired estates or rights by registration is perhaps not altogether clear. It might be supposed that any person whose name was on the register had acquired a right by registration, even though, by reason of error, the register might have to be rectified so as to deprive him of his right. But the Court of Appeal appear to have been influenced by the judgment of COZENS-HARDY, L.J., in *Capital and Counties Bank v. Rhodes* (51 W. R. 476; 1903, 1 Ch. 631), which shows that registration does not necessarily imply that the registered proprietor is entitled to the legal estate. The interest given by registration, when the registration is effectual, is an "overriding right," and such overriding right must be conferred as the result of an inquiry which is in the nature of a judicial investigation. Mr. ODELL's name, said VAUGHAN WILLIAMS, L.J., "as registered proprietor of the charge has not been put on the register after any judicial investigation, such as that which takes place before the registration of a person as first registered proprietor of freehold land with an absolute title or a qualified title . . . or the registration of the first registered proprietor of leasehold land with a declaration of the title of the lessor to grant the lease. . . . The Act of the registrar in putting the name of the transferee of a charge on the register is a mere ministerial act in the performance of a ministerial duty. It confers on the transferee no estate or right which he had not before registration."

We very much doubt whether any such result was intended,

by the framers of section 7, and probably the advocates of registration of title are now realizing that the task of amending the Act of 1875 so as to produce a practical system of registration which could be forced upon the public was not so simple as they assumed. At first sight, as we have already observed, sub-section 4 seems suitable to cover the case of a person who has in fact got no title at all, although he honestly believed he had, and whose failure to obtain a title is not due to his own lack of reasonable care; and it has been assumed, although too readily, that the presence of this provision in the Act of 1897 would prevent the recurrence here of a decision similar to that in *Gibbs v. Messer*. The present decision shows that this was a mistake. The insurance fund is not meant for the benefit of persons without title who get on the register by means of documents which are presented for registration in the ordinary routine. Before anyone can claim the benefit of it he must in some way have submitted his title for verification by the registrar. This is doubtless a great protection to the insurance fund, and the Treasury will have the satisfaction of knowing that by the course which they have taken they have made sure that very few claims can ever be made on the fund. But they have certainly not been acting in the interests of the Land Registry Office in thus obtaining a decision which establishes the futility of the fund for the purposes for which it was intended. If there was one thing the efficacy of which should have been jealously maintained, it was the insurance fund. The registrar and Mr. Justice KEKEWICH acted upon the apparent meaning of sub-section 4, and allowed the claim. But the Court of Appeal have insisted, upon the lines of *Capital and Counties Bank v. Rhodes* (*supra*), in judging the sub-section as part of the entire system established by the two Acts, and, so judged, it has been found wanting. The result supports the view which has been so widely maintained that the present Land Transfer Acts do not furnish a working scheme of registration of title.

Correspondence.

The New Conveyancing Bill.

[To the Editor of the Solicitors' Journal.]

Sir,—The new Conveyancing Bill, as outlined in your current issue, appears to be a very valuable one, and I trust that it will soon become law.

The courts have already rendered one of its proposed amendments unnecessary, for I see from the current issue of one of your contemporaries that the Court of Appeal have overruled *Re Walker and Oakshot's Contract* and have authorized trustees selling leaseholds to avail themselves of the usual scheme under which one or more of the lots are sub-demised: *Re Judd and Poland's Contract* (120 L. T. News, 520).

I should like to see set at rest the small but important point whether a recital of seisin in a deed twenty years' old constitutes a forty years' title.

H. H. STOCKDALE ROSS.

Worthing, April 7.

[See observations under "Current Topics."—ED. S. J.]

Mortgages of Registered Land.

[To the Editor of the Solicitors' Journal.]

Sir,—I was interested in reading the letter from "W. S. E." and your observations as to mortgages of registered land in your issue of the 31st of March. The following is my experience on the question of the stamp duty on a registered transfer accompanied by a mortgage off the register. In one case in July, 1904, the stamp duty on the registered transfer was adjudicated as being liable to a deed stamp of 10s. So far as I could understand the commissioners arrived at this decision after consultation with the registrar at the Land Registry on the ground that the instrument did not come within rule 123 of the Land Transfer Rules, 1903, because the document might be used for some other purpose than that of completing the mortgage transaction effected by a deed off the register.

In another case in February, 1905, a similar instrument of transfer was adjudicated as being liable to no duty. The registrar at the Land Registry intimated that he was by no means satisfied with this decision, by which he did not consider himself bound, but he made no difficulty in completing the registration of the transaction.

In each case questions were also raised as to the amount of the fees payable at the registry. In the first I was, as a concession, asked to

pay on the amount of the mortgage money only, while in the second I paid on the declared value of the land. I do not know what would be the course adopted by the commissioners and the registrar now, though it is evident that they had not settled on any common line in the matter so recently as last February year. "GAVELKIND."

April 5.

Cases of the Week.

Court of Appeal.

BATER v. BATER alias LOWE. No. 1. 16th, 17th, 19th, 20th, and 30th March.

HUSBAND AND WIFE—FOREIGN DIVORCE—VALIDITY IN ENGLAND—DOMICIL—FRAUD AND COLLUSION.

This was the husband's petition for a decree of nullity of marriage. The facts were that the respondent had been married to an Englishman having an English domicile, who had in the year 1888 petitioned for a decree of divorce on the ground of his wife's adultery with the petitioner in the present proceedings. That petition was dismissed by Butt, J., on the ground that the husband had been guilty of cruelty; the husband thereupon went to New York, where he became domiciled. The respondent in the present case followed her then husband to New York at the instigation of the present petitioner in the year 1890, and obtained a divorce there from her husband on the ground of his adultery, concealing the fact of the proceedings before Butt, J.; returned to England and married the present petitioner, whose allegations were that the divorce obtained in New York was invalid for the reason that the respondent was not domiciled in New York, and that therefore the New York courts had no jurisdiction, and that owing to her fraud the English courts would not recognise the foreign divorce. Gorell Barnes, P., held that the New York decree of divorce was valid and dismissed the petition for nullity. The petitioner appealed.

COLLINS, M.R., said that a marriage might be dissolved wherever the parties were domiciled at the time of the petition for divorce without regard to where the parties were married.

ROMER, L.J., said the husband had a New York domicile at the time of the divorce. By the law of New York the wife could acquire a domicile apart from her husband if necessary to give a court jurisdiction in matters of divorce, but it was not necessary in this case, as she could retain the domicile of her husband, who, in fact, was domiciled in New York. The law of New York permitted a wife to obtain a divorce on the sole ground of the husband's adultery, and the law of the domicile must be recognized in this country; even if the husband and wife had been married in this country it was no reason why the divorce obtained in New York should not be recognized as valid here. The non-disclosure by the wife of the proceedings before Butt, J., did not amount to fraud that would make the decree of the New York court void. The appeal must be dismissed with costs.

COZENS-HARDY, L.J., concurred.—COUNSEL, *Duke, K.C.*, and *Grazebrook; Shearman, K.C., Barnard, K.C., and Bayford.* SOLICITORS, *Ridgale, for Smith, Liverpool; Sharpe, Parker, & Co.*

[Reported by HENRY STEPHEN, Esq., Barrister-at-Law.

Re JUDD POLAND AND SKELCHER'S CONTRACT. No. 2. 30th March.

VENDOR AND PURCHASER—TITLE—TRUST FOR SALE—LEASEHOLDS—SALE IN LOTS—SALE BY WAY OF UNDERLEASE.

This was an appeal from a decision of Warrington, J. In June, 1905, trustees for sale under the will of John Kempster put up for sale by auction five leasehold houses held under one lease in five separate lots. Condition eleven of the conditions of sale provided that the five lots, being all held under one lease at an entire rent of £28, such rent should be apportioned in the sums mentioned in the particulars of the sale, and that if all the lots were sold at the present sale, the purchaser of the largest lot in value should execute an underlease, for the whole of the term less one day, to the respective purchasers of the other lots at the apportioned rent, but that if any of the lots remained unsold the vendors would grant to the purchaser or respective purchasers of the lot or lots such an underlease as aforesaid of each of the lots sold. Only one of the five lots was sold at the auction. The purchaser took the objection that the trust for sale did not authorize an underlease. The vendors took out a summons under the Vendor and Purchaser Act, 1874, asking for a declaration that the purchaser's objection was not a valid objection, and that a good title had been shewn in accordance with the underlease. Warrington, J., was of opinion that the case was covered by *Re Walker and Oakshot's Contract* (1901, 2 Ch. 383), and on the authority of that case he declined to make the declaration asked for by the summons. The vendors appealed.

THE COURT (COLLINS, M.R., and ROMER and COZENS-HARDY, L.JJ.) allowed the appeal.

ROMER, L.J.—In this case trustees for sale of leasehold property comprising several houses sold, in exercise of their trust, the houses by public auction in separate lots, and the conditions of sale provided that if all the lots were sold at the sale the purchaser of the most valuable lot or, in the event of equality of purchase-money, of the first lot, should take an assignment of the leasehold property as a whole and then grant underleases to the purchasers of the respective lots for the term of the original lease less one day at apportioned rents. Stopping there, I do not suppose that it can be said that there is any objection to that condition, and if all the lots had been sold and the purchasers of the different lots had completed

according to the conditions, no objection could have been taken to any of the sales. But the trustees had to consider what was to be done with regard to lots not sold, and they provided for this by a usual and well-known condition. [His lordship read the condition, and continued:] The question is, is that last condition of sale valid? In my opinion there is no sufficient reason for holding that it is not within the powers of the trustees. The trust for sale in the present case was in the ordinary form, but section 13 of the Trustee Act, 1893, gives the trustees power to sell by lots. The words of the Act are very general, and the only limitation to be put on them is that the trustees in following the provisions of the Act must not do anything unreasonable on the part of trustees for sale. Seeing that such conditions of sale are, as I have mentioned, ordinary and usual conditions of sale well known to conveyancers for carrying out sales of property when selling by lots, it ought not to be said that trustees are acting improperly when they carry out a sale of property by a condition like this. In fact I do not know any conditions which would be more beneficial to the trust estate or cause less liability to it. The only objection that can be made is that in form this is an underlease, and it is said that underleases are not justified. I may take it that what is in substance an underlease is not justified, but where an underlease is purely a conveyancer's expedient for carrying out a sale, I do not see why it is not justified, especially when this conveyancer's expedient is the best way of carrying out the trust and most in the interests of the trust estate. *Stirling, J., in Still v. Webb* (45 W. R. 170; 1897, 1 Ch. 146) says: "Then is it a lease? In a sense, no doubt, it is a lease, but in truth it is a sale. It is described as a sale in the conditions of sale, and it is so described in the plaintiff's bill of costs. It is a sale carried out by an underlease, which is a well-known conveyancer's expedient, where the property sold is held with other property under one lease, to avoid an apportionment of rent, about which there might be a difficulty with the superior landlord." That, in my opinion, really disposes of this case. It is said that the decision involves the purchaser in some hardship, because on a subsequent sale he may have a difficulty in proving that this underlease in form was a sale in substance. The answer is that the form of the conveyance will show that this was a sale in fact carried out by that particular mode of conveyance. It appears to me that there is no objection in substance to this sale and that the decision of *Kekewich, J., in Re Walker and Oakshott's Contract* (1901, 2 Ch. 383), which was really appealed from, cannot be supported by this court.

COZENS-HARDY, L.J., delivered judgment to the same effect.

COLLINS, M.R., concurred.—COUNSEL, *Levett, K.C., and Welby King; P. O. Lawrence, K.C., and E. S. Ford. SOLICITORS, G. J. Algar; J. Gamble.*

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

High Court—Chancery Division.

STACKMANN v. PATON. Farwell, J. 4th April.

COPYRIGHT—PHOTOGRAPH—COPY "MADE FOR OR ON BEHALF OF ANY OTHER PERSON FOR A GOOD OR A VALUABLE CONSIDERATION"—FINE ARTS COPYRIGHT ACT, 1862 (25 & 26 VICT. c. 68), s. 1.

Witness action. This was an action brought to obtain an injunction, and to recover damages and penalties, in respect of the alleged infringement of the copyright in two photographs which had been taken by the plaintiffs. The plaintiffs were photographers, carrying on business under the style of the Photographic Tourists' Association, and an important part of their business consisted in photographing schools. The defendants were publishers, carrying on business under the style of J. & J. Paton, and, in 1905 they produced a publication known as *Paton's List of Schools*, which contained reproductions of two photographs of schools which had been taken by the plaintiffs. The facts with regard to one of these photographs were as follows: In 1904 a traveller in the employ of the plaintiffs called upon Mr. Price, the headmaster of a school for boys at Harrow, and requested to be allowed to send a representative to take photographs of the school, intimating that the plaintiffs took the photographs at their own risk, and on the chance of obtaining orders. Mr. Price gave his permission, and subsequently the younger plaintiff attended at the school, and was allowed to enter and take a number of photographs, including one of the exterior, the reproduction of which was complained of. On this occasion nothing appeared to have been settled as to payment. Proofs of the photographs taken were forwarded to Mr. Price, and he ordered a number, for which he paid about £15. The facts with regard to the other photograph were very similar, the photograph in this instance being of the interior of a school for girls, conducted by Miss Cruse, at Weston-super-Mare; she, however, only purchased photographs to the value of 15s. In 1905, the defendants, who were preparing their *List of Schools*, communicated with both Mr. Price and Miss Cruse, who gave orders for the advertisement of their respective schools therein, and, at the request of the defendants, they forwarded the photographs in question for reproduction, together with the advertisement. The plaintiffs becoming aware of the reproduction of the photographs as aforesaid, the younger plaintiff, who had taken the photographs, registered himself as proprietor of the copyright in the photographs on the 8th of November, 1905, and on the 10th of the same month purchased a copy of their *List of Schools* from the defendants. Eventually the plaintiffs issued the writ in this action, claiming damages for the alleged infringement of copyright, an injunction, and penalties. For the plaintiffs it was contended that under the Fine Arts Copyright Act, 1862, s. 1, the author is the taker of the photographs: *Notlage v. Jackson* (32 W. R. 106) and *Boucas v. Cooke* (52 W. R. 99). That the sale after registration of the copies made

before registration was an infringement: *Turk v. Priester* (36 W. R. 98). Reference was also made to *Fishburn v. Hollingshead* (1891, 2 Ch. 371). For the defendants it was contended that the plaintiffs could not sell copies of the photographs without the permission of the purchasers: *Pollard v. Photographic Co.* (37 W. R. 266). That the burden lay on the plaintiffs to show that the photographs were taken under such circumstances as to leave in the photographer the right of multiplying copies. A contract to buy copies if they should be good was a contract for a good and valuable consideration. That the copyright must be inferred to be in Mr. Price and Miss Cruse respectively; they clearly did not contemplate copies of the photographs being sold without their permission: *Ellis v. Marshall* (64 L. J. Q. B. 757).

FARWELL, J., after stating the facts, and reading section 1 of the above Act, and the proviso to the section, said that he thought the younger plaintiff was the author of the photographs. The question was, were the negatives made or executed for Mr. Price and Miss Cruse respectively for a good and valuable consideration? A good consideration would do as well as a valuable one. Having regard to the circumstances of Mr. Price and Miss Cruse, was it not a good consideration to allow the photographer to go over the house and take the photographs? His lordship thought that that was a good consideration. He did not think that the fact of the traveller informing Mr. Price, that he would not have to take any of the photographs, or be under any obligation to pay anything, made any difference. After referring to *Ellis v. Marshall* and *Boucas v. Cooke* (*supra*), he said it was not necessary that the customer should pay anything in order to bring himself within section 1, of the above Act. The request of the photographer for permission to take the photograph did not make any difference. The question must really depend on the facts of each case. When a schoolmaster, at the request of a photographer, allows him to enter a school in order to take photographs, there is a good consideration, so that the photographer cannot make use of the photographs so obtained without the consent of the person who directed the photograph to be taken. The action was therefore dismissed with costs.—COUNSEL, *Macwinney; Upjohn, K.C., and Ashton Cross. SOLICITORS, J. F. Peacock, Fisher, & Chavasse; Martin & Watkins.*

[Reported by P. W. PRGO, Esq., Barrister-at-Law.]

Re SHARP. RICKETTS v. RICKETTS. Swinfen Eady J. 16th March.

WILL—INCOME TAX PAID ON INCOME OF ESTATE—ANNUITY PAID WITHOUT DEDUCTING TAX—TRUSTEE ACT, 1888 (51 & 52 VICT. c. 52), s. 8.

Adjourned summons. A testator, dying in 1877, by his will bequeathed his residuary estate to trustees upon trust for sale, with a further trust out of the income of the proceeds of sale, to pay certain annuities to the testator's widow, his three daughters, and a daughter-in-law, and to accumulate the surplus income for twenty-one years, with power to use past accumulations of income in paying annuities if the income were deficient. The residuary estate of the testator and the accumulations of income were directed to be divided after the death of the last surviving annuitant among the testator's grandchildren then living. The widow was one of the trustees named in the will. Upon her death another annuitant, Sarah Sharp, a daughter of the testator, was appointed trustee. Sarah Sharp died in 1901. Income tax upon the whole income of the residuary estate of the testator was always paid before the income came into the hands of the trustees. Since the death of the testator the trustees had paid over all the annuities in full, without deducting anything for tax already paid thereon. This was a summons taken out by two new trustees against W. R. Ricketts, the last surviving trustee appointed by the will, who was also the legal personal representative of the testator's widow, and one of the executors of Sarah Sharp to obtain repayment of the amounts so overpaid. For the plaintiffs it was contended that *Abadam v. Abadam* (33 Beav. 475) had decided that a gift free from income tax. Under the Income Tax Act, 1862 (5 & 6 Vict. c. 35), s. 102, the income tax upon the annuities must be deducted by the trustees as "persons liable to make such payments." Further, it had been decided by *Kekewich, J., in Warren v. Warren* (43 W. R. 490, 72 L. T. 628) that where trustees wrongly failed to deduct income tax it could not afterwards be recovered from the beneficiary overpaid. The remedy in this case was to obtain an order from the court for repayment to the testator's estate by the estates of the dead annuitant-trustees and by the surviving original trustee.

SWINFEN EADY, J., in giving judgment, said that it was now quite settled that income tax must be deducted from annuities, and that this must be done in future, there being no words in the will sufficient to exempt the annuitants from paying it. The over-payments made in the past by the trustees were accordingly a breach of trust, but inasmuch as it was an innocent breach of trust it was barred down to six years last past, since it came within the Trustee Act, 1888, s. 8, and the Statute of Limitations accordingly applied. Where a trustee, however, being also an annuitant, had not only paid to other beneficiaries, but also retained an excess for his own benefit, this excess so retained must be refunded *in toto*. Accordingly there would be an order that all excess retained and all excess paid within six years should be refunded by the trustees so retaining or paying or their estates.—COUNSEL, *J. W. F. Beaumont; H. W. Marigold; E. Beaumont; W. N. Tyldesley Jones. SOLICITORS, Beaumont & Son.*

[Reported by C. H. CARMEN ROAD, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

REX v. CABLE AND ANOTHER. *Ex parte O'SHEA*. Div. Court. 5th April.

CRIMINAL LAW—CRUELTY TO ANIMALS—SUMMONS CHARGING CRUELTY TO FIVE COWS—SEPARATE AND DISTINCT OFFENCES—PROOF—CONVICTION—CERTIORARI—CRUELTY TO ANIMALS ACT, 1849 (12 & 13 VICT. C. 92), ss. 2, 29.

In this case a rule had been obtained directed to two of the justices for the borough of Guildford, requiring them to show cause why a writ of certiorari should not issue to bring up to be quashed a conviction whereby one Cornelius O'Shea was convicted, on the 30th of October, 1905, of having cruelly ill-treated five cows by causing the same to be overstocked with milk, on the ground that the conviction was bad on the face of it, in that it was a conviction for five separate and distinct offences. Counsel, in support of the conviction, said that in a series of reported cases cruelty to a number of animals had been alleged in one summons, but in none of them had the point now raised been suggested against the validity of the conviction. Moreover, section 29 of the Cruelty to Animals Act, 1849 (under which the proceedings were instituted) provided that "words denoting the singular number are to be understood to apply also to a plurality of persons, animals, and things," which supported his contention that the conviction was not bad for the reason alleged by the appellant. In support of the rule, counsel cited from the judgment of Brett, J., in *Milnes v. Bale* (L. R. 10 C. P., at p. 594), in which the passage occurs, that "where separate acts are so far distinct and separate offences in kind, that to prove a person guilty of any one of them evidence could not be given of the doing of any other of them," and said that, applying that to the present case, a separate offence was committed in respect of each heifer, and the statute imposed a separate penalty in respect of each. The conviction was therefore bad.

Lord ALVERSTONE, C.J., said the appeal failed. He thought it was not immaterial to observe that in the Cruelty to Animals Act, 1849, which was passed long before the General Interpretation Act, s. 29, gave express power to deal with the case of cruelty to a number of animals. It would be a vexatious view of the law if it were held to be necessary that a summons must be taken out in regard to each individual animal alleged to have been ill-treated, and it might put the prosecution in some difficulty as to proof. He had no doubt, however, that separate summonses might be taken out in respect of each animal. In the present case the conviction was for cruelty to five cows. The case of *Reg. v. Totnes Justices* (Times for 9th of May, 1879) was a distinct authority against the rule. That was a case in which a summons was taken out charging cruelty to two heifers. If this very objection which was there raised had been substantial the court then would have given effect to it; but the court overruled it, and remitted the case to the justices to hear and determine it, so that no question of evidence arose there. For a long series of years it had been the practice to do what had been done in the present case, and if the objection had been a good one it must have been dealt with before: see *Murphy v. Manning* (2 Ex. D. 307), *Lewis v. Fernor* (18 Q. B. D. 532), and *Ford v. Wiley* (25 Q. B. D. 203). In none of these cases, however, was the objection taken.

DARLING, J., in agreeing, said that had the case not been concluded by *Reg. v. Totnes Justices* he should have felt some difficulty in deciding against the rule being made absolute.

BRAY, J., concurred. He only desired to say that he should have held the conviction good if there had been no authority upon the point. Rule discharged. — COUNSEL, *Colan*; *Scholefield*. SOLICITORS, *S. G. Polhill*; *W. M. Maude*, Guildford.

[Reported by ERKINE REID, Esq., Barrister-at-Law.]

WALKER v. MAYOR, &c., OF YORK. Div. Court. 7th April.

LOCAL AUTHORITY—HIGHWAYS—DIVERSION OF HIGHWAY—PERSON AGGRIEVED—PUBLIC INTEREST—QUESTIONS LEFT TO THE JURY—HIGHWAY ACT, 1835 (5 & 6 WILL. 4, c. 50), s. 89.

Case stated by the recorder of York. Section 89 of the Highway Act, 1835, provides: "In case of such appeal, the justices at the said quarter sessions shall . . . impanel a jury of twelve disinterested men out of the persons returned to serve as jurymen at such quarter sessions, and if after hearing the evidence produced before them the said jury shall return a verdict that the proposed new highway is nearer or more commodious to the public or that the party appealing would not be injured or aggrieved then the said court of quarter sessions shall dismiss such appeal . . . but if the said jury shall return a verdict that the proposed new highway is not nearer or not more commodious to the public, or that the party appealing would be injured or aggrieved, then the said court of quarter sessions shall allow such appeal and shall not make such order as aforesaid." The justices having certified that the proposed diversion of a certain public footpath would be more commodious to the public than the footpath proposed to be stopped up, the appellant, on the 15th of March, 1905, gave notice of appeal to the next court of quarter sessions under section 88 of the Highway Act, 1835, as being a party aggrieved. Upon the hearing of the appeal on the 13th of April, 1905, evidence was given on behalf of the appellant that he would be deprived of the exit from his land which he then had upon the public footpath. The recorder left two questions to the jury under section 89—viz. (1) Whether the proposed new highway was more commodious to the public than the existing one; (2)

whether the parties appealing would be injured or aggrieved if the existing highway were stopped up as proposed and a new one substituted. The jury answered both questions in the affirmative. The recorder thereupon dismissed the appeal but stated this case for the opinion of this court. Counsel for the appellant said that the section was a contradiction although it was quite evident from the concluding words of the section that the recorder must allow the appeal "if the jury shall return a verdict . . . that the party appealing would be injured or aggrieved." The recorder was misled by the case of *Queen v. Justices of Essex* (5 B. & C. 431), decided upon an earlier Act of 1815, which, however, contained no such section as section 89 of the 1835 Act. If the recorder were right a man might be land-locked if the jury found the new highway to be more commodious to the public. In order to get over the contradiction of the section the recorder argued that the jury must first find that the party appealing was a party aggrieved in order to give him a *locus standi* to be heard; having obtained that *locus standi*, the jury next proceeded to find whether the road was more commodious; but the section could bear no such construction. Counsel for the respondent admitted that the section was a contradiction, and pointed out that the mistake had been discovered and remedied in section 64 of the Inclosure Act, 1845, almost word for word the same as section 89 of the 1835 Act; the word "or" was replaced by "and," which removed the contradiction. But the court could not lightly change "or" into "and," as Lord Halsbury pointed out in *Murray Dock v. Henderson* (13 App. Cas., at p. 603): "I believe it is wholly unexampled so to read it, when doing so will upon one construction entirely alter the meaning of the sentence unless some other part of the statute or the clear intentions of it requires that to be done."

THE COURT (RIDLEY, DARLING, and BRAY, JJ.) allowed the appeal.

RIDLEY, J., in the course of his judgment, said the whole section was a contradiction as it stood, but it was evident from the concluding portion that if the jury found the party appealing was aggrieved the court should allow the appeal. To make this reconciliation with the first portion "or" must be read as "and," as was clearly shewn in the later Act of 1845, to which their attention had very properly been called.

DARLING and BRAY, JJ., concurred. — COUNSEL, *Jenkins*; *S. G. Lushington*. SOLICITORS, *Ridsdale & Son*, for *Crombie & Son*, York; *Bell, Brodick, & Gray*, for *Holtby & Procter*, York.

[Reported by MAURICE N. DEBQUE, Esq., Barrister-at-Law.]

LITCHFIELD v. DREYFUS. Farwell, J. 23rd March.

ALLEGED CARRYING ON THE BUSINESS OF A MONEY-LENDER—FINANCING BUSINESSMEN—DISCOUNTING CUSTOMERS' BILLS—MONEY-LENDERS ACT, 1900 (63 & 64 VICT. C. 51), s. 6, sub-section (d).

Action. This was an action to recover sums due in respect of three bills of exchange, two for £50 each and one for £70, of which the defendant was the acceptor. The plaintiff's claim was admitted by the defendant, who made certain counterclaims in respect of commission alleged to have been promised to him by the plaintiff and in respect of certain property of the defendant alleged to be in the hands of the plaintiff. At the hearing leave was given, upon terms as to costs, to amend the defence by adding an allegation that the plaintiff was a money-lender not so registered under the Money-lenders Act, 1900, and therefore could not recover against the defendant on the bills sued upon. The plaintiff in his evidence stated that he had been a successful dealer in curios and antiques for a great many years. In July, 1903, his success had led him to retire from business. He had accordingly sold off his stock by public auction and handed over the goodwill to his manager. For many years he had had large dealings with the defendant, who used to pay for goods with bills of his own customers, which the plaintiff was accustomed to discount for him. He did not and had never carried on the business of a money-lender, but the business of an art dealer. In such business it was often necessary to give very long credit and to take customers' bills for the purchases made, and these bills often had to be renewed. To assist friends in business he had sometimes accommodated them by discounting their customers' bills. At the plaintiff's sale in 1903, which lasted over several days at Foster's, very large prices were obtained, and for the greater portion of these sums bills had to be taken in payment, some of which had been renewed and never as yet paid off. After his retirement the plaintiff continued to do business as an expert adviser and valuer, and had a room for this purpose at his old place of business. During this time he had made advances to a few old business friends when asked to do so and had financially assisted two or three businesses, in which he was interested as a debenture-holder or otherwise, by advances of money and by discounting bills for them, but he had never advertised as a money-lender or done any business with persons outside the curio and art trade. As the defendant was an old customer, the plaintiff had made him a loan at his request, and the two bills of £50 were in respect of this loan and an old trade debt. The bill of £70 had been given by the defendant to another firm of art dealers in respect of goods supplied, and by them indorsed to the plaintiff in payment of an old debt. Under these circumstances it was denied that the plaintiff was a money-lender within the meaning of the Act of 1900. For the defendant it was contended that the plaintiff was a money-lender under section 6 of the Act. That section under sub-section (d) excepted "any person *bona fide* carrying on . . . any business not having for its primary object the lending of money, in the course of which and for the purposes whereof he lends money." Since September, 1903, the plaintiff had given up his business of an art dealer, but had been discounting bills and lending money. He therefore could not, it was contended, come under the exception in sub-section (d), but was an unregistered money-lender within the meaning of the Act. The case of *Victorian Dayleford Syndicate (Limited) v. Dett* (1905,

2 Ch. 624) had decided that such an unregistered money-lender cannot recover, and therefore the action was not maintainable.

FARWELL, J., in delivering judgment, after stating what he found the facts to be upon the counterclaim, said that the defendant had asked for leave to amend his defence by alleging that the plaintiff was a person whose business was that of a money-lender, and that therefore he could not recover anything because not registered as a money-lender under the Act. Having regard to the decision of Buckley, J., in *Victorian Daylesford Syndicate (Limited) v. Dett* (1905, 2 Ch. 624), that an unregistered money-lender cannot recover, it was of course a most serious consideration to determine the meaning of "money-lender" within section 6 of the Act of 1900. An exception was made in sub-section (d) in the case of "any person *bond fide* carrying on any business not having for its primary object the lending of money, in the course of which and for the purposes of which he lends money." For many years past the plaintiff had carried on a well-known business as a dealer in antiques and curios. There was no suggestion that while he carried on this business the plaintiff ever carried on any other. The method of credit by bills was apparently the result of the financial requirements of the customers, and the plaintiff in carrying on a legitimate business as an art dealer incidentally took bills in payment of the amounts due to him. After the plaintiff's sale in June, 1903, at which very large sums were realized, bills had to be taken for a great part of the purchase-money. The subsequent dealings with those bills came within the exception in section 6 as being incidental to the carrying on of a legitimate business. There was nothing in the facts as to the plaintiff assisting businesses in which he was financially interested and discounting the bills of customers of those businesses, or as to his lending sums to old friends and connections in business, which could be called a business of money-lending. It would be a straining of the language of the Act to hold that a man who acted in this way was a "money-lender" and could not recover one sixpence of what he had lent unless registered under the Act. The true meaning of the Act was that it was intended to apply only to persons who were really carrying on the business of money-lending. The Legislature had cast its net very wide, and if a man was carrying on the business of a money-lender he was within this Act. The question in each case was, did he carry on the business of a money-lender? On the facts of this case his lordship held that the plaintiff did not carry on, and never had carried on, the business of a money-lender, and that the defence pleaded failed entirely. The result was, that, though it was possible that some exception might have been made with regard to the costs of the counterclaim if the defence of the Money-lenders Act had not been raised, as it was there would be an order that the defendant should pay all the costs of the claim and counterclaim, without any stay of execution upon any terms.—COUNSEL, *Low, K.C., and P. B. Morle; Rawlinson, K.C., and H. Dobb.* SOLICITORS, *G. C. L. Fry; Julius A. White.*

[Reported by C. H. CARDEN NOAD, Esq., Barrister-at-Law.]

New Orders, &c.

Rules of the Supreme Court.

The following draft Rules are published pursuant to the Rules Publication Act, 1893:—

Order XIII. Rule 12.

1. Order XIII. Rule 12 is hereby annulled, and the following Rules shall stand in lieu thereof:—

Rule 12. In all actions not by the rules of this Order otherwise specially provided for, in case the party served with the writ does not appear within the time limited for appearance, upon the filing by the Plaintiff of a proper affidavit of service, and, if the writ is not specially endorsed under Order III., Rule 6, of a statement of claim, the action may proceed as if such party had appeared, subject, as to actions where an account is claimed, to the provisions of Order XV.

Rule 12a. In Admiralty actions *in rem* if the Defendant does not appear within the time limited for appearance upon the filing by the Plaintiff of a proper affidavit of service and of a Statement of Claim and of a certificate of non-appearance, the action may on the expiration of 21 days from the service of the writ be set down for judgment by default.

Order XXVII. Rule 11a.

2. In Admiralty actions *in rem* if the Defendant makes default in delivering a defence the Plaintiff may on the expiration of ten days from the delivery of the Statement of Claim, and on filing an affidavit of non-delivery of a defence, set down the action for judgment by default, and the provisions of Order XIII., Rule 13, shall be applicable to such action.

Order XXVII. Rule 12.

3. Order XXVII. Rule 12 shall be read as if for the words "in the last preceding rule" the words "in Rule 11" were substituted.

Order XXIX. Rule 16.

4. Order XXIX. Rule 16 is hereby annulled, and the following rule shall be read in lieu thereof:—

Rule 16. After the expiration of twelve days from the service of the writ or copy thereof if the party on whose behalf the caveat has been entered shall not have given bail in such sum, or paid the same into the registry, the Plaintiff's Solicitor may proceed with the action by default, and on filing his proofs in the registry may have the action placed on the list for hearing.

Order XXXVI. Rule 55d.

5. In any proceedings before an Official Referee in which the party by whom the fees prescribed by the Orders as to Court fees are payable is represented by a Solicitor, if the fees or any part of the fees payable under the said Orders are not paid as therein prescribed, the Court or a Judge may on the application of the Official Referee by summons, and upon a report signed by the Official Referee stating the amount of the unpaid fees, order the said Solicitor of the said party forthwith personally to pay the said amount in the manner prescribed by the said Orders, and to pay the costs of the Official Referee of the application. Any costs of the Official Referee which are not recovered by him from the said Solicitor shall be paid out of such moneys as may be provided by Parliament.

Order LXVIII. Rule 2a.

6. Order II. Rule 8 shall apply to the Revenue side of the King's Bench Division.

Copies of the above draft Rules may be obtained at the Lord Chancellor's Office, House of Lords.

Company, England.

UNDER COMPANIES ACTS.

WINDING-UP.

1. The following Rule shall be read as one of the Companies (Winding-up) Rules, 1903, and shall be cited in the body of those Rules as Rule 27a:

If the Petitioner, or his Solicitor, does not within the time prescribed by Rule 27 of the Companies (Winding-up) Rules, 1903, or within such extended time as the Registrar may allow, duly advertise the Petition in the manner prescribed by the said Rule, the appointment of the time and place at which the Petition is to be heard, shall be cancelled by the Registrar, and the Petition shall be removed from the file in the Companies (Winding-up) Office, unless the Judge or the Registrar shall otherwise direct.

2. The following words shall be added to Rule 170 (2) of the Companies (Winding-up) Rules, 1903:

Provided that the Official Receiver, when acting as Liquidator, may, without taxation, pay and allow the costs and charges of any other person other than a Solicitor, employed by him, where such costs and charges are within the scale usually allowed by the Court and do not exceed the sum of £2; provided always that the Board of Trade may require such costs or charges to be taxed by the Taxing Officer.

3. These Rules shall come into operation on the 18th day of April, 1906.

(Signed) LOREBURN, C.

I concur,

(Signed)

D. LLOYD-GEORGE,

President of the Board of Trade.

13th March, 1906.

Law Societies.

Wakefield Incorporated Law Society.

The annual meeting of this society was held on Thursday, the 1st of March, Mr. H. Beaumont (president) in the chair. The report of the committee was read by the acting secretary. The treasurer's accounts were presented. The president read his address.

It was proposed by the chairman, seconded by Mr. Edwards, and resolved: "That the report of the committee and the treasurer's accounts be accepted, and that the same and the president's address be printed and circulated among the members."

It was proposed by the chairman, seconded by Mr. Chalker, and resolved: "That for the current year the treasurer do pay out of the funds of this society to the Law Society the subscription of each member of this society, so as to qualify him as a member of the Law Society."

It was proposed by the chairman, seconded by Mr. Horne, and resolved: "That for the current year this society's subscription to the Yorkshire Board of Legal Studies be £10 10s."

It was proposed by the chairman, seconded by Mr. Lake, and resolved: "That Mr. T. C. Edwards be elected president for the current year."

It was proposed by the chairman, seconded by Mr. Edwards, and resolved: "That Messrs. Plows and Chalker be re-elected representatives of this society on the Yorkshire Union of Law Societies."

It was proposed by the chairman, seconded by Mr. Cooke, and resolved: "That Messrs. Sugden and Haworth be re-elected the representatives of this society on the Council of the Yorkshire Board of Legal Studies for the current year."

It was proposed by Mr. Stewart, seconded by Mr. Edwards, and resolved: "That a hearty vote of thanks be given to the president for his services during his year of office."

The following are extracts from the report of the committee:

Members.—The number of members at the beginning of 1905 was 52.

Obituary.—Two of the oldest and most esteemed legal brethren have been removed by death. Mr. Henry Mason died on the 19th of December, 1905, at the age of eighty-four. He was admitted a solicitor in 1845, and appointed registrar of the Wakefield County Court in 1856, a post which he held up to about two years ago, when he resigned, and his son, Mr. Frederick Mason (the present registrar), was appointed to succeed him. Mr. Mason was one of the members of this society at its formation, and twice held the office of president, in 1881 and 1882. Mr. Samuel Bruce,

L.L.B., barrister-at-law, died on the 20th of March, 1905. For many years he was well known and enjoyed a high reputation as an able conveyancing draftsman, but he was perhaps more widely known as the distributor of stamps for Wakefield, an office which he held for a great number of years up to his death.

Yorkshire Board of Legal Studies.—The sixth annual report of this board, which has been circulated amongst all Yorkshire solicitors, is well worthy of notice, as also is the report of Professor Phillips sent therewith. Yorkshire law students have every reason to be gratified at the great interest shown in their welfare by such educational enthusiasts as Mr. F. J. Munby, Mr. Edmund Wilson, Mr. W. B. Gordon, and others. Your committee think that it is of the utmost importance that the Yorkshire Board should be more generally supported by the profession if this district is to obtain a due share of the benefit of the large fund now at the disposal of the Law Society for the purpose of legal education. It is understood that the amount of contribution by the London society will be largely controlled by the extent of local effort.

Land Transfer.—At the recent General Election advantage was taken by the Law Society of the opportunity of causing all candidates for Parliament to be approached by means of direct questions on the subject of the possible extension of the compulsory system of land registration. Your committee undertook to deal with the undermentioned local constituencies and caused a suitable letter to be addressed to each candidate, submitting the following questions: 1. Will you oppose further compulsory registration of land? 2. Are you in favour of the present compulsory registration of land being suspended, leaving owners of land free to register or not as they find most to their advantage? The result was as follows: Mr. E. A. Brotherton, M.P. (Wakefield).—Answers both questions in the affirmative. Mr. T. Willans Nussey, M.P. (Poole).—No reply. Mr. Fred Hall, M.P. (Yorkshire, North Division).—Promises to consider matter carefully. Mr. J. Compton Rickett, M.P. (Yorkshire, Osgoldcross Division).—Will require strong evidence to induce him to vote against compulsory registration of land; but offers to discuss the matter when an opportunity occurs.

West Riding Registry of Deeds.—Following the letters of the registrar printed in last year's report on the subject of typewritten memorials the following further communication has been received: "West Riding Registry of Deeds, Wakefield.—Typewritten Memorials.—The West Riding Law and Parliamentary Committee having further considered this question, have resolved that typewritten memorials may be received at the registry under the following conditions: The memorials must be typed with a pure black carbon record ink from ribbons or pads which are not exhausted, but give a distinct black impression and contain no aniline dye. The machine used in typing the memorials must not be defective, particularly with regard to alignment. The spacing of the lines must be of sufficient width to render the memorial clearly legible. To satisfy the last condition the lines should be at least three-eighths of an inch apart."

Legal News.

Changes in Partnerships.

Dissolutions.

BERNARD WATSON KING and CHARLES JOHN DORMER ANDREWS, solicitors (King, Dormer, Andrews, & Co.), Cardiff and Penarth. Feb. 1.

HENRY LE BRASSEUR and ALFRED EDWARD BOWEN, solicitors (Le Brasseur & Bowen), Newport, Pontypool, and Usk. Feb. 28. [Gazette, April 2.]

ARTHUR FAIRLIE ALLINGHAM, GEORGE BLOW NESFIELD, and GERALD WARING OUTLER, solicitors, 15, Duke-street, St. James's, London, S.W. Feb. 3. So far as regards George Blow Nesfield.

HENRY DRAKE, GEORGE ADOLPHUS PARTON, and BERNARD HARPER DRAKE, solicitors (Drake, Son, & Parton), 24, Rood-lane, London, E.O. March 2. So far as regards the said Henry Drake.

[Gazette, April 6.]

General.

Lord Justice Cozens-Hardy will preside at the next discussion of the Gray's-inn Moot Society, which will take place in Gray's-inn Hall on Monday evening, the 30th inst.

Lord Dunedin, Lord Justice General and Lord President of the Court of Session of Scotland, sat for the first time on Monday last as a member of the Judicial Committee.

It is requested that all communications intended for the Bankruptcy Committee recently appointed by the Board of Trade should be addressed to the Secretary, Mr. W. T. Kaye, at 1, Horse Guards-avenue, S.W.

The days and places appointed for holding the Intermediate Spring Assizes, 1906, are: Northern Circuit (Mr. Justice Bigham, Mr. Justice Bray), Tuesday, April 17, at Manchester (Civil and Criminal); Saturday, May 5, at Liverpool (Civil and Criminal). North-Eastern Circuit (Mr. Justice Ridley), Monday, May 7, at Leeds.

At the Easter quarter sessions, held in the Castle of Leicester this week, before Sir Archdale Palmer, acting chairman, and a large attendance of magistrates, the following resolution was unanimously passed and ordered to be sent to the Lord Chancellor: "Court of Criminal Appeal Bill.—Resolved, that this court, whilst approving generally of the Bill, is unanimously of opinion that the proposed Court of Appeal should have power to increase sentences as well as to reduce them."

There will be two Divisional Courts formed to sit at the ensuing Easter sittings, the first of which will be composed of the Lord Chief Justice and Mr. Justice Ridley and Mr. Justice Darling, and this court will take cases in the Crown Paper; while the second one, consisting of Mr. Justice Kennedy and Mr. Justice A. T. Lawrence, will proceed with the hearing of cases in the Civil Paper.

The Judges of the Supreme Court rose for the Easter vacation on Wednesday until Tuesday, the 24th inst. The following are the Easter vacation arrangements: There will be no sitting in court during the vacation, and all applications "which may require to be immediately or promptly heard" are to be made to Mr. Justice A. T. Lawrence, who will act as Vacation Judge from Thursday, the 12th inst., to Monday, the 23rd inst., both days inclusive. The judge will sit in King's Bench Judge's Chambers on Thursday, the 19th inst. On other days within the above period applications in urgent matters may be made to him by post, or, if necessary, personally. The address of the Vacation Judge can be obtained on application at the Chancery Registrar's Chambers, Room 136, Royal Courts of Justice.

The President of the Board of Trade has appointed Mr. Montagu J. Muir MacKenzie, one of the Official Referees (chairman), Mr. Joseph Addison, representing the Law Society, Mr. John Barker, M.P., Mr. George Moore Chamberlin, representing the Trade Protection Societies, Mr. Samuel T. Evans, K.C., M.P., Sir Edward W. Fithian, representing the Association of Chambers of Commerce, Mr. William B. Peat, representing the Institute of Chartered Accountants, Mr. William M. Richardson, representing the United Kingdom Commercial Travellers' Association, and Mr. John Smith, C.B., late Inspector-General in Bankruptcy, to be a committee to inquire into and report upon the effect of the laws in force in the United Kingdom in relation to bankruptcy, deeds of arrangement and composition by insolvent debtors with their creditors, and the prevention and punishment of frauds by debtors on their creditors, and also to report specially upon certain questions arising under the bankruptcy laws.

In the House of Lords, on the 5th inst., Lord Davey moved the second reading of the Conveyancing Bill. He said it supplied a few omissions in the Conveyancing Act of 1881, which had caused inconvenience in practice. No new principle was involved in the Bill as a whole, which merely supplemented or explained the amendments or principles introduced by the Conveyancing Acts. The Lord Chancellor described the Bill as a useful technical measure. The second reading was agreed to, and the Bill referred to a Select Committee. Lord Davey, in moving the second reading of the Married Women's Property Bill, said its object was to amend the Married Women's Property Act, 1882, and set at rest a doubt whether a married woman could alone be protector of a settlement in respect of a life estate which was her separate property. The Bill was read a second time and referred to the same Select Committee. On the motion of Lord Davey, the Settled Land Bill was also read a second time and referred to the Select Committee.

A policeman, says the *Globe* in "Wig and Gown," has succeeded in creating a remarkable division of opinion among the judges. He claimed that, having served in the Durham County constabulary for twenty-five years, he was entitled to a pension under the Police Act, 1890, though the period of his service had not been continuous. The county justices, holding that continuity of service was essential, dismissed his claim. This view was adopted by the Lord Chief Justice, Mr. Justice Lawrence, and Mr. Justice Kennedy, when the matter came before the King's Bench Division in the form of a special case, but one of the three judges expressed a doubt. In the Court of Appeal the Master of the Rolls and Lord Justice Stirling affirmed the judgment of the King's Bench judges, but Lord Justice Mathew was ready to reverse it. The House of Lords, with some expressions of doubt by two of the Law Lords, has now decided that the view adopted by the county justices, and upheld by the King's Bench judges and the Court of Appeal, is wrong. The result is that the case, after an interval of nearly three years, will have to be reheard at quarter sessions.

TO EXECUTORS.—VALUATIONS FOR PROBATE.—Messrs. Watherston & Son, Jewellers, Goldsmiths, and Silversmiths to H.M. The King, 6, Vigo-street (leading from Regent-street to Burlington-gardens and Bond-street), London, W., Value, Purchase, or Arrange Collections of Plate or Jewels for Family Distribution, late of Pall Mall East, adjoining the National Gallery. [ADVT.]

FIXED INCOMES.—Houses and Residential Flats can now be furnished on a new System of Deferred Payments especially adapted for those with fixed incomes who do not wish to disturb investments. Selection from the largest stock in the World. Everything legibly marked in plain figures Maple & Co. (Limited), Tottenham Court-road, London, W.—[ADVT.]

The Property Mart.

Sales of the Ensuing Week.

April 19.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:—

REVERSIONS:

To a Legacy of £500, also to One-ninth of a Trust Estate, value £7,000; lady aged 75. Solicitors, Messrs. Sparks & Russell, London.

To One-seventh of a Trust Fund, value £29,000; lady aged 61. Solicitor, P. Jerome, Esq., London.

To One-sixth of £3,000; lady aged 75. Solicitors, Messrs. Bloomer & Currie, London.

POLICIES for £10,000, £2,250, £2,000, £1,000, £500, £200. Solicitors, Messrs. Andrew, Wood, Farves, & Sutton and Messrs. Montagu, Milham, & Montagu, London; and Messrs. Fox & Whittaker, Bristol.

(See advertisements, this week, back page.)

Winding-up Notices.

London Gazette.—FRIDAY, April 6.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

AGRICULTURAL COMPANY OF MAURITIUS, LIMITED—Peta for winding up will be heard on April 25. Flux & Co, East India av, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 24.

ALFRED MALCOLM & CO, LIMITED—Peta for winding up, presented April 3, directed to be heard April 25. Wynne-Baxter & Keeble, Laurence Pountney hill, Cannon st, for Banks & Co, Bradford, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 24.

BRITISH CHICAGO RAWHIDE MANUFACTURING CO, LIMITED—Creditors are required, on or before May 22, to send their names and addresses, and the particulars of their debts or claims, to Thomas John Garlick, 15, George st, Mansion House. Timbrell & Deighton, King William st, solors for liquidator.

BRITISH PURE SWEETS CO, LIMITED—Creditors are required, before April 27, to send their names and addresses, and particulars of their claims, to Frank Jount, 7, Norfolk st, Manchester. Banks, Blackpool, solors for liquidator.

BRITISH TERNARY WORKS, LIMITED (IN LIQUIDATION)—Creditors are required, on or before May 15, to send their names and addresses, and the particulars of their debts or claims, to Walter Deane Oldham, 17, Coleman st. Hulbert & Co, Liverpool st, solors for liquidator.

DRIED MILK CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before May 6, to send their names and addresses, and the particulars of their debts or claims, to John Henry Marks, 85, Gracechurch st, Stokes, Leadenhall st, solors for liquidator.

EMERY'S GOLD MINING CO, LIMITED—Peta for winding up, presented April 3, directed to be heard April 25. Sutton & Co, Great Winchester st, solors and petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 24.

LAKE VIEW SOUTH GOLD MINE (W.A.), LIMITED—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to G Goldthorp Hay, 661, Salisbury House, London wall.

PHENIX COAL AND CANNEL CO, LIMITED—Creditors are required, on or before May 16, to send their names and addresses, and the particulars of their debts or claims, to George Henry Appleton, 10, Dale st, Liverpool. Simpson & Co, Liverpool, solors to the liquidator.

PEARL'S STEAK & OIL CO, LIMITED—Creditors are required, on or before May 7, to send their names and addresses, and the particulars of their debts or claims, to Andrew Wilson Tait, Basilston House, Moorgate st.

PODAR MANUFACTURING CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before June 20, to submit full particulars of their respective claims, with their names and addresses, to Edm. Ward Oliver, 1, Corbet st, Gracechurch st, solors for liquidator.

TURTON BROTHERS, LIMITED—Creditors are required, on or before May 16, to send their names and addresses, and the particulars of their debts and claims, to Francis Atkin, 1, Wheeler gate, Nottingham. Warren & Allen, Nottingham, solors to liquidator.

London Gazette.—TUESDAY, April 10.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

AUTOMOBILE REVIEW, LIMITED—Creditors are required, on or before May 26, to send their names and addresses, and the particulars of their debts or claims, to Arthur James Wilson, 154, Clerkenwell rd. Wilkinson & Co, Bedford st, Covent garden, solors for liquidator.

CRIGOLSTONE COAL CO, LIMITED—Peta for winding up, presented April 4, directed to be heard April 25. Rawie & Co, Bedford row, for Hill & Co, Liverpool, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 24.

GODWIN & SON, LIMITED—Peta for winding up, presented April 6, directed to be heard April 25. De Burialle, Ely pl, Holborn circus, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 24.

HEERE SYNDICATE, LIMITED—Peta for winding up, presented April 5, directed to be heard April 25. Hands, 97, Greenham st, for Verral & Sons, Worthing, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 24.

LEDBURY CO-OPERATIVE ORDER CO, LIMITED—Creditors are required, on or before June 1, to send their names and addresses, and the particulars of their debts or claims, to C T Smith, Ledbury. Garwood, Ledbury, solors for liquidator.

PHOTOGRAPH PRINTING CO, LIMITED—Peta for winding up, presented April 3, directed to be heard at the Guildhall, Bristol, April 25, at 12. North & Talbot, Birkbeck Bank chambers, Holborn, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 24.

SPICES LANE WAREHOUSE CO, LIMITED—Peta for winding up, presented April 5, directed to be heard at the Court House, Westgate rd, Newcastle upon Tyne, April 26. Shortt & Co, Newcastle upon Tyne, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 25.

COURTY PALATINE OF LANCASTER.

CROSFIELDS, LIMITED—Peta for winding up will be heard on April 24 at St George's Hall, Liverpool. Aytton & Co, Liverpool, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 23.

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, March 30.

HORDER, DAVID, Salford, Lancashire, Manufacturer April 30 Nicholson v Clannahan, Registrar, Manchester. Jacques, Manchester.

WILLIAMS, JOHN, Pwllheli, Carnarvon, Auctioneer May 4 Williams v Williams, Joyce, J Owen-Robyns, Pwllheli.

London Gazette.—TUESDAY, April 3.

SCHWABACHER, ERNEST, Salisbury house, London wall May 31 Stern v Schwabacher, Buckley and Warrington, JJ Beyfus, Lincoln's inn fields.

London Gazette.—FRIDAY, April 6.

WATTS, JOSEPH, Farnborough, Hants, Licensed Victualler May 5 Strange v Watts, Kekewich, J Norman, New st, Carey st.

London Gazette.—TUESDAY, April 10.

FRITCHARD, ELIZABETH, Wormelow, Much Birch, Hereford May 14 Tanner v Fritchard, Swinfen Eady, J Southall, Leominster.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, April 6.

ARCHBOLD, LAURA LOUISE INGRAM, Shortlands, Kent May 10 Walker & Co, Coleman & Asbton, Elmston Florence, Keyworth, Notts May 8 Hanson & Hutton, Nottingham.

ASPLEY, WILLIAM JOHN WARD, Foxton Hall, Cambridge, Farmer May 15 Ginn & Co, Cambridge.

BARRINGTON, THOMAS, Harborne, Birmingham May 19 Burton, Birmingham.

BURNIE, SEPTIMUS, Jesmond, Newcastle upon Tyne, Draper May 3 Ward, Newcastle upon Tyne.

BUTLER, WILLIAM, Uloombe, Kent, Farmer May 22 Ellis, Maidstone.

COLE-WEBB, ANNE ELIZABETH, Penn Vicarage, nr Wolverhampton April 30 Dent & Adams, Wolverhampton.

CROOK, EDWARD, Hindford, Altherton, Lancs, Farmer May 12 Dootson, Leigh, Lancs.

CROSS, JAMES FRICIVAL, Cuthorpe, Leicester May 12 Broadbent & Heelis, Bolton.

DAY, MARY, Lulley, Worcester June 1 Tree, Worcester.

EVANS, ROBERT WILLIAMS, Wrexham, Surgeon May 7 Bury & Acton, Wrexham.

FILDES, ARTHUR CHARLES, Worcester, Cabinet Maker June 1 Tree, Worcester.

FRANCO, WILLIAM, Aderley May 19 Anning & Co, Chesapeake.

GALBRAITH, WILLIAM CARTWRIGHT, Tynemouth May 1 Arnott & Co, Newcastle upon Tyne.

HARRIS, DAVID, Aberdare, Shoemaker June 2 Thomas, Aberdare.

HARRIS, JANE, Aberdare, Glam June 2 Thomas, Aberdare.

HARRIS, LUCY FREEMAN, Salford Priory, Warwick June 30 Campbell, Worcester.

HEARNARD, GEORGE, Gt Baddow, Harness Maker May 6 Duffield & Son, Chelmsford.

HEAWOOD, FRANCIS ROBERT HARRISON, Sydenham May 3 Tilleard, Gracechurch st.

HOLCROFT, ALEXANDER, Stourbridge May 15 Travis & Sheldon, Stourbridge.

HOSPOFF, THOMAS, Eastchurch, Isle of Sheppey, Kent April 29 Copland & Son, Sheppey.

JAMES, DAMETRIUS WYNDHAM GAVES, Ightham, Kent May 4 Stenning & Co, Tonbridge.

JONES, ELIZABETH MARY, Worcester June 1 Tree, Worcester.

KAY, ALICE JANE, Whitcombe May 7 Preston, Blackburn.

LONG, EDWARD, Kent, Farmer May 15 Mowll & Mowll, Ashford.

MCARDLE, CHARLES, New Brighton, Cotton Merchant May 19 Gradwell & Co, Liverpool.

MARTON, GEORGE BLOCHER RESEAGE, Capernway Hall, Lancs May 7 Maxsted & Co, Lancaster.

MOORE, ENOCH, Haworth, Yorks May 5 Wright & Wright, Keighley.

NEVILLE, REV WILLIAM FAINE, Edgbaston, Birmingham May 15 Hadley & Dain, Birmingham.

PABBOTT, ROSA CHARLOTTE, Inverness ter May 31 Freeman & Freeman, St Mildred's, Foully.

PEARSON, ELLEN SARAH, Bath May 31 Chesterman, Bath.

PERBOTT, SAMUEL, Somerset, Innkeeper April 27 Watts & Co, Yeovil.

RHIND, CATHERINE FLEMING, Llandudno May 5 Threlfall, Southport.

ROBINS, CHARLES, Cheltenham May 4 Lamb, Cheltenham.

ROWLAND, JACOB, Gt Coggeshall, Essex, Hairdresser May 7 Beaumont & Son, Coggeshall.

SAYER, GEORGE WILLIAM, Putney hill, Brandy Shipper May 31 Trehearn, Lincoln's inn fields.

SEBS, ROBERT HANSLIP, Brighton May 5 Larken & Co, Newark on Trent.

SEYMOUR, JOHN LEADER, Saffron Walden, Blind Maker May 21 Lovell & Co, Gray's inn st.

SHERLEY, ISAIAH, Stone, Staffs, Saddler May 5 Breston, Longton, Staffs.

SENDEY, OSCAR VILLIERS, Danebury, Bournemouth May 1 Barton & Fearman, Norfolk st, Strand.

SINGLETON, SARAH ANN, Luton May 10 Singleton, Luton.

SMITH, ALFRED BOWMAN, Reading, Chemist May 7 Martin & Martin, Reading.

SMITH, LYDIA ANN, Aston juxta Birmingham May 12 Wright & Marshall, Birmingham.

THOMPSON, ISABELLA, Cheltenham April 30 Batesons & Co, Liverpool.

TROOP, WALTER, Gloucester, Derby May 16 Ellison & Jones, Gloucester.

TROTH, SAMUEL FREDERICK, Birmingham, Tinsmith May 15 Hadley & Dain, Birmingham.

YISICK, ROBERT CLAREBOR, Pietermaritzburg, Natal May 10 Neish & Co, Watling st.

WALKER, JOHN, Bedlington, Northumberland, Draper May 16 Webb, Morpeth.

WARD, MARTHA, Rotherham, Yorks May 18 Oxley & Coward, Rotherham.

WHITE, CONRAD, Newcastle upon Tyne, Consulting Engineer May 1 Arnott & Co, Newcastle upon Tyne.

WILLIAMS, DAVID, Pwllheli, Carnarvon May 15 Parry, Pwllheli.

WILSON, MARY ALICE, Brockley May 1 Bruce & Co, Bedford row.

WOOD, HENRY, Brentford, Chemist May 12 Ruston, Brentford.

London Gazette.—TUESDAY, April 10.

ALCO, URIAH, Bristol, Cabinet Manufacturer June 1 Barry & Harris, Bristol.

ANBROOK, AUGUSTA MADLINE HENRIETTA VISCOUNTS, Castle Durtow, Queen's County, Ireland May 7 Maxsted & Co, Lancaster.

BEEB, JAMES, Bristol May 21 Mutlow, Bristol.

BENTHAM, ISABELLA ANN, Twyford av, Ealing May 10 Turner & Sons, Leadenhall st.

BILES, ELIZABETH ANN, Portsmouth April 30 Wood & Robinson, Portsmouth.

BONNER, SARAH HELEN, Millmay rd May 11 Michell, Wellington, Somerset.

CLARKE, THOMAS, County Limerick Asylum, Gloucester May 15 Crossman & Co, Thorncliffe, RSO, Glouce.

COLE, ALICE BASSETT, Plymouth June 7 Whiteford & Bennett, Plymouth.

COLE, CAROLINE, Plymouth June 7 Whiteford & Bennett, Plymouth.

COOKERY, RUTH, Manor gdns, Holloway May 28 Chamberlain & Co, Chancery in.

COOPER, MOSES, Charlesworth, Derby, Tailor April 30 Marsden, Gloucester.

DAVIS, THOMAS, Dunston st, Shoreditch May 10 Samuelson, Queen Victoria st.

DUNNELL, FRED, Whitwood, Normanton, Farmer May 8 Phillips & Briggs, Castleford.

EDEN, THOMAS MILLARD BENTON, Branksome Park, nr Bournemouth May 6 Shaw & McColl, Greenwhich.

EDWARDS, ELIZABETH, Norwich May 9 Keith & Co, Norwich.

GARTON, WILLIAM, Woolston, Southampton June 30 Stanton & Co, Southampton.

GREENHALGH, FREDERICK, Bolton May 8 Monks & Co, Bolton.

HARRIS, WILLIAM HARRIS, Bowden hill, Chippingham, Wilts June 24 Wood & Awdry, Chippingham.

HIRST, BENJAMIN, Liversedge, Yorks, Blacksmith May 12 Maud, Leeds.

HIRST, WILLIAM, Liversedge, Yorks, Card Maker May 13 Maud, Leeds.

HOLLEY, ELIZABETH JENNIE, Wreham, Stoke Ferry, Norfolk May 9 Keith & Co, Norwich.

JOHNSTON, ISABELLA, Bryanston mans, York st May 9 Smooty, Finsbury circus bldgs.

KENLING, MARIA, Hornees, nr Hull May 17 Raley & Sons, Barnsley.

KENTON, WILLIAM, Oldham, Lancs, Coal Dealer Aug 1 Lees, Oldham.

LAKE, JAMES, Sheffield May 10 Smith & Co, Sheffield.

LAYBORN, THOMAS RICHARD, Rainsgate May 17 Brown & Co, Finsbury paven.

LIGHTBOWN, ELIZABETH HAMMOND, Darwen, Lancs May 31 Halliwell & Halliwell, Darwen.

MOORE, MARY, Southport May 1 Brown & Co, Southport.

MOUNT, WILLIAM GEORGE, Wasing Place, Berks May 5 Dimond & Son, Welbeck st, Cavendish sq.

NEALE, SUSAN, Littleport, Cambridge May 10 Hall, Ely.

NEVILLE, SEYMOUR, Glastonbury May 14 Blundell & Co, Sergeant's inn, Fleet st.

PUGH, SAMUEL, Dymes, nr Pontypridd, Farm Labourer May 7 Gilling & Goodfellow, Cardiff.

RICHARDS, THOMAS JOSEPH, Heathfield gdns, Chiswick April 24 Pheasant, Duke st, Adelphi.

SHAW, JOHN, Smallhorpe, Staffs May 14 Paddock & Sons, Hanley.

SLADE, SARAH, Northampton May 13 Douglas, Northampton.

SPEKERS, ELIZABETH, Alderton, Wilts June 24 Wood & Awdry, Chippingham.

WATSON, MARY, Lancaster May 13 Little & Lamooby, Farnith.

WHALEY, LYDIA, Clayton, Bradford May 7 Elliot, Bradford.

WHALEY, SINCEK, Clayton, nr Bradford May 7 Elliot, Bradford.

WYTHE, JAMES, Urmoston May 8 Batty & Co, Manchester.

Bankruptcy Notices.

London Gazette.—TUESDAY, April 3.

ADJUDICATIONS.

BROOK, JOSEPH WILLIAM, Newsam Green, Yorks Leeds Pet March 28 Ord March 29
CLARK, JOHN OLIVER, Gorseston, Glam, Grocer Swansea Pet March 31 Ord March 31
COCKRELL, ARTHUR, Kingston upon Hull, Dairyman Kingston upon Hull Pet March 29 Ord March 29
COKE, WILLIAM, Birmingham, Pipe Mount Manufacturer Birmingham Pet March 27 Ord March 29
DEACON, EDWARD, Sloane st, Licensed Victualler High Court Pet Feb 1 Ord March 27
DEWITT, JOHN, Eland, nr Crowle, Lincs, Labourer Sheffield Pet March 29 Ord March 29
EVANS, JOHN, Dolgelly, Merioneth, Grocer Aberystwyth Pet March 29 Ord March 29
FAY, FRANK, Sternhold av, Streatham hill, Builder Wandsworth Pet March 31 Ord March 31
GOLDENITE, ANN ALBERT, Wimple st, Cavendish sq, Dentist High Court Pet March 30 Ord March 30
GWILLIAM, THOMAS, Shifnal, Salop, Boot Dealer Madeley Pet March 1 Ord March 31
HARRIS, WALTER EDWARD, Shelley, nr Huddersfield, Bleacher Huddersfield Pet March 30 Ord March 30
HERRERT, EDWARD BURBIDGE, King's Lynn, Norfolk, Piano Manufacturer King's Lynn Pet March 15 Ord March 29
HODSON, JAMES, Scotter, Lincs, Farmer Lincoln Pet March 31 Ord March 31
JONES, ROBERT PHILIP, Downham Market, Norfolk, Dealer King's Lynn Pet March 29 Ord March 29
KEENE, ELIZABETH, Burton on Trent, Photographer Burton on Trent Pet March 27 Ord March 29
KING, ERNEST FRED, Bournemouth, Cab Proprietor Poole Pet March 29 Ord March 29
LYLE, ARTHUR JOHN MONKLEY, Ashford, Kent, Mineral Water Manufacturer Canterbury Pet March 29 Ord March 29
MATTHEWS, HERBERT JAMES, Shrewsbury, Insurance Agent Shrewsbury Pet March 27 Ord March 29
MILBY, WILLIAM, East Loos, Cornwall, Boot Dealer Plymouth Pet March 31 Ord March 31
PULLEN, EDWIN MARGALFE, Harrogate, Hoiler York Pet March 30 Ord March 30
REYNOLDS, JAMES GEORGE SUDNEY, Colverstone cres, Dalton High Court Pet Feb 29 Ord March 29
RICHARDS, ROBERT GEORGE, Christchurch rd, Streatham Hill, Livery Stable Keeper Wandsworth Pet March 29 Ord March 29
RICHARDSON, ALFRED, and CHARLES DEAPER TATTERSALL, Loughborough, Lace Merchants Leicester Pet March 29 Ord March 29
RIVETT, DANIEL GEORGE, and ERNEST EDWARD RIVETT, Gt Yarmouth, Coal Hawkers Gt Yarmouth Pet March 29 Ord March 29
ROBERTS, CHARLES, Slimbridge, Glos, Licensed Victualler Gloucester Pet March 31 Ord March 31
SCOTT, WALTER SAMUEL, Walsall, Commission Agent Walsall Pet March 9 Ord March 26
SHUPSON, JOSEPH, East Morton, Bingley, Yorks, Foreman Quarryman Bradford Pet March 13 Ord March 13
SMITH, ALAN KINGSID, Hove, Gentleman Brighton Pet March 29 Ord March 29
SMITH, WILLIAM, South View, Horsham, Kent, Tunbridge Wells Pet March 26 Ord March 31
SOUTHGATE, GEORGE THOMAS, North Elmham, Norfolk, Farmer Norwich Pet March 31 Ord March 31
TALBOT, GEORGE, Matthew pk, Romford rd, Licensed Victualler High Court Pet Feb 14 Ord March 29
VADHAM, JAMES MARSHALL, Knowle, Bristol, Electrical Engineer Bristol Pet Feb 29 Ord March 29
WILCOX, EDWARD MARTIN, Prince George rd, Stoke Newington, Clerk High Court Pet March 30 Ord March 30
WILLIAMS, WILLIAM EDWIN, West Didsbury, Manchester, Plumber Manchester Pet March 23 Ord March 31
WIRNALL, GEORGE HENRY, Hartlebury, Worcester, Farmer Kidderminster Pet March 27 Ord March 29

ADJUDICATION ANNULLLED.

ASKE, JOHN AYGELL JAMES, Kingston Langley, Grocer Bath Adjud July 14, 1906 Annul March 29
London Gazette.—FRIDAY, April 6.

RECEIVING ORDERS.

ALLEN, LEE, Hardingham, Norfolk, Farmer Norwich Pet April 4 Ord April 4
ANCHER, JOHN, Sheffield, Accountant Sheffield Pet April 2 Ord April 2
BROADBENT, ROBINSON, Sutton under Whittoncliffe, Yorks, Flour Dealer Northallerton Pet April 2 Ord April 2
CAPPER, GEORGE WILLIAM, New Malden, Surrey Kingston Pet Feb 14 Ord March 29
CHERRY, WALTER, Wellingborough, Northampton, Licensed Victualler Northampton Pet April 4 Ord April 4
CLACY, GEORGE, Reading, Carpenter Reading Pet March 31 Ord March 31
CLIFT, FRANK, Southampton, Fruit Salesman Southampton Pet April 4 Ord April 4
CLINTON, THOMAS WILLIAM, Bevington, Herts, Farmer Hertford Pet April 2 Ord April 2
COOK, ALFRED, Moreton, nr Thornbury, Glos, Farmer Bristol Pet April 2 Ord April 3
CRISP, RICHARD, Walton, Suffolk, Cycle Repairer Ipswich Pet April 3 Ord April 3
DUNCAN, WILLIAM, Chorlton upon Medlock, Manchester, Builder Manchester Pet March 27 Ord April 2
FOUNTAIN, JOHN GEORGE, Beeston, Notts Nottingham Pet April 4 Ord April 4
HOBBS, EMANUEL, Handsworth, Tailor Birmingham Pet April 15 Ord April 4
HILBERT, GEORGE WILLIAM BRADDER, Kingston upon Hall, Joiner Kingston upon Hull Pet April 4 Ord April 4

HOPKINSON, FREDERICK, Dolchester, Grocer Sheffield Pet April 2 Ord April 2
HUNT, ALFRED WENDOVER, Henley on Thames, Licensed Victualler Reading Pet April 3 Ord April 3
JOHNSON, WILFRED, Thatcho Heath, St Helens, Grocer Liverpool Pet April 3 Ord April 3
KING, BENJAMIN, Scarborough, Picture Dealer Scarborough Pet April 3 Ord April 3
LANE, WILLIAM THOMAS, Highams Park, Walthamstow, Builder High Court Pet April 3 Ord April 3
LEES, FRANK, Astley, Lincs, Wheelwright Bolton Pet April 4 Ord April 4
LUSCOMBE, JAMES, Brigham, Devon, Smack Ower Plymouth Pet April 3 Ord April 3
MCULLOCH, FREDERICK JAMES, Wisbech, Camb, Dental Surgeon King's Lynn Pet April 2 Ord April 2
MOODY, JOHN FRANKLIN, Hoyland, nr Barnsley, Farmer Barnsley Pet April 2 Ord April 2
PAYNE, HENRY, Catford, Jeweller Wandsworth Pet March 15 Ord April 3
PERFOLD, WILLIAM, Marden, Kent, Builder Maidstone Pet April 2 Ord April 2
PLUMMER, THOMAS, Newport, Mon, Carriage Builder Newport, Mon Pet April 3 Ord April 3
PRESTON, FREDERICK CHRISTOPHER, Kingston upon Hull, Licensed Victualler Kingston upon Hull Pet April 2 Ord April 2
PUTTICK, CHARLES, Guildford, Farrier Guildford and Godalming Pet April 4 Ord April 4
RAW, JOHN BEVAN, Glasshouse, Pateley Bridge, Yorks, Miller Northallerton Pet March 31 Ord March 31
ROBERTS, EVAN WILLIAM, Talyarn, Penryn, RSO, Carnarvon, Quarryman Bangor Pet April 2 Ord April 2
SCHIVER, HUBERT, Studley, Warwick, Butcher Warwick Pet Feb 3 Ord April 2
SHEPHERD, RICHARD, jun, Gillingham, Kent, Dairyman Rochester Pet April 2 Ord April 2
SHERBURN, FREDERICK JAMES, Warminster, Wilts, Brewer Frome Pet March 29 Ord April 4
SHIELDS, WILLIAM, Hovingham, Notts, Costume Maker Nottingham Pet April 4 Ord April 4
SMITH, ERNEST, and SAMUEL STUBBERS, Birmingham, Tea Merchants Birmingham Pet April 3 Ord April 3
SMITH, HENRY THORPE, Scarborough, Newsagent Scarborough Pet April 2 Ord April 2
STAINTON, WILLIAM BEARDSALL, Heckmondwike, Draper Dewsbury Pet April 4 Ord April 4
STEVENS, GEORGE JAMES, Enfield Highway, Dairyman Edmonton Pet March 6 Ord March 30
WHEATLEY, WILLIAM CHARLES, and FRED EASTON, Halton, Yorks, Builders Leeds Pet April 3 Ord April 3
WHYLER, THOMAS, Hucknall Torkard, Notts Nottingham Pet April 3 Ord April 3

FIRST MEETINGS.

ASBURY, FREDERICK WILLIAM, Bretel in, Staffs, Fish Salesman April 20 at 11 Off Rec, Wolverhampton
BENTON, FREDERICK WILLIAM, Walsall, Saffs, Hosier April 20 at 11.30 Off Rec, Wolverhampton
BLAKE, CHARLES FREDERICK SAPTE Merstone, I of W, Solicitor April 18 at 12.30 The Eagle Hotel, Newport, I of W
COCKRELL, ARTHUR, Kingston upon Hull, Dairyman April 18 at 11 Off Rec, Trinity House in, Hull
COOPER, THOMAS EDWARD, Shrewsbury, Castle Dealer April 18 at 11.45 Off Rec, 22, Swale hill, Shrewsbury
DUNCAN, WILLIAM, Chorlton upon Medlock, Manchester, Builder April 19 at 3 Off Rec, Byron st, Manchester
GRAVES, FREDERICK, Wimbington, Cambridge, Farmer April 20 at 11.40 The Law Courts, Peterborough
HAWKINS, TOM FRYER, Dymock, Glos, Farmer April 21 at 2.30 Feathers Hotel, Ledbury
HUGHES, HENRY, Denman st, Borough, Hay Merchant April 19 at 11 Bankruptcy bldgs, Carey st
JACOBSON, ROBERT PHILIP, Cowham Market, Norfolk, Dealer April 14 at 1 Off Rec, 8, King st, Norwich
KEAY, JOHN EDGAR, Wombourne Common, Staffs, Licensed Victualler April 20 at 11 Off Rec, Wolverhampton
LANE, WILLIAM THOMAS, Highams Park, Walthamstow, Builder April 20 at 12 Bankruptcy bldgs, Carey st
LYLE, ARTHUR JOHN MONKLEY, Ashford, Kent, Mineral Water Manufacturer April 20 at 9 Off Rec, 68, Castle st, Canterbury
PERFOLD, WILLIAM, Marden, Kent, Builder April 25 at 11 9, King st, Maidstone
PHILLIPS, JOHN THOMAS, Wolverhampton, Licensed Victualler April 20 at 12 Off Rec, Wolverhampton
PIERCE JOHN, Pembroke Dock, Tailor April 18 at 12 Off Rec, 4, Queen st, Carmarthen
POMERANZ, HARRIS, Maesteg, Glam, Dealer in Fancy Goods April 19 at 3 117, St Mary st, Cardiff
RIVETT, DANIEL GEORGE, and ERNEST EDWARD RIVETT, Gt Yarmouth, Coal Hawkers April 14 at 12 Off Rec, 8, King st, Norwich
SHEPHERD, RICHARD, jun, Gillingham, Dairyman April 23 at 11.30 115, High st, Rochester
SOUTHGATE, GEORGE THOMAS, North Elmham, Norfolk, Farmer April 14 at 12.30 Off Rec, 8, King st, Norwich
VAUGHAN, JOHN WILLIAM, Colwyn Carnarvon, Builder April 18 at 4 Imperial Hotel, Colwyn Bay
WILCOX, EDWARD MARTIN, Prince George rd, Stoke Newington, Clerk April 19 at 12 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

ALLEN, LEE, Hardingham Mills, Hardingham, Norfolk, Farmer Norwich Pet April 4 Ord April 4
ANCHER, JOHN, Sheffield, Accountant Sheffield Pet April 2 Ord April 2
BROADBENT, ROBINSON, Sutton under Whittoncliffe, York, Flour Dealer Northallerton Pet April 2 Ord April 2
CHERRY, WALTER, Wellingborough, Licensed Victualler Northampton Pet April 4 Ord April 4
CLACY, GEORGE, Reading, Carpenter Reading Pet March 31 Ord March 31
CLIFT, FRANK, Southampton, Fruit Salesman Southampton Pet April 4 Ord April 4
CRISP, RICHARD, Walton, Suffolk, Cycle Repairer Ipswich Pet April 3 Ord April 3

DUNCAN, WILLIAM, Chorlton upon Medlock, Manchester, Builder Manchester Pet March 27 Ord April 4
FLACK, CHARLES HORATIO, St John's hill, Wandsworth, Architect High Court Pet Nov 20 Ord April 2
FOUNTAIN, JOHN GEORGE, Beeston, Notts Nottingham Pet April 4 Ord April 4
GILBERT, JOSEPH, and JAMES SAUNDERS, West Kirby, Wool Brokers Liverpool Pet Feb 19 Ord April 3
GRIFF, SETA LEEWELLYN, Enfield, Builder Edmonton Pet March 3 Ord March 31
HILBERT, GEORGE WILLIAM BRADDER, Kingston upon Hall, Joiner Kingston upon Hull Pet April 4 Ord April 4
HOPKINSON, FREDERICK, Dolchester, Grocer Sheffield Pet April 2 Ord April 2
HUNT, ALFRED WENDOVER, Henley on Thames, Licensed Victualler Reading Pet April 3 Ord April 3
JOHNSON, WILFRED, Thatcho Heath, St Helens, Grocer Liverpool Pet April 3 Ord April 3
KEAY, JOHN EDGAR, Wombourne Common, Staffs, Licensed Victualler Wolverhampton Pet March 30 Ord April 2
KING, BENJAMIN, Scarborough, Picture Dealer Scarborough Pet April 3 Ord April 3
LANE, WILLIAM THOMAS, Highams Park, Walthamstow, Essex, Builder High Court Pet April 3 Ord April 3
LEES, FRANK, Astley, Lincs, Wheelwright Bolton Pet April 4 Ord April 4
LOCKWOOD, LEOPOLD CRAFT, Queen Victoria st, Paper Agent High Court Pet March 2 Ord April 2
LUSCOMBE, JAMES, Brigham, Devon, Smack Ower Plymouth Pet April 3 Ord April 3
MCULLOCH, FREDERICK JAMES, Wisbech, Camb, Dental Surgeon King's Lynn Pet April 2 Ord April 2
MACKINNON, ANDREW, Salisbury House, London wall, Stockbroker High Court Pet Jan 5 Ord April 3
MOODY, JOHN FRANKLIN, Hoyland, nr Barnsley, Farmer Barnsley Pet April 2 Ord April 2
MOORE, WILLIAM ALFRED, Newcastle on Tyne, Furniture Dealer Newcastle upon Tyne Pet March 21 Ord April 3
PEACOCK, JOHN KILPACK, East India Dock rd, Tailor High Court Pet Feb 3 Ord April 3
PERFOLD, WILLIAM, Marden, Kent, Builder Maidstone Pet April 2 Ord April 2
PLUMMER, THOMAS, Newport, Mon, Carriage Builder Newport, Mon Pet April 3 Ord April 3
PRESTON, FREDERICK CHRISTOPHER, Kingston upon Hull, Licensed Victualler Kingston upon Hull Pet April 2 Ord April 2
PUTTICK, CHARLES, Guildford, Farrier Guildford Pet April 4 Ord April 4
ROBERTS, EVAN WILLIAM, Talyarn, Penryn, RSO, Carnarvon, Quarryman Bangor Pet April 2 Ord April 2
SHEPHERD, RICHARD, jun, Gillingham, Kent, Dairyman Rochester Pet April 2 Ord April 2
SMITH, HENRY THORPE, Scarborough, Newsagent Scarborough Pet April 2 Ord April 2
STAINTON, WILLIAM BEARDSALL, Heckmondwike, Draper Dewsbury Pet April 4 Ord April 4
VILLIANT, HENRY, Sutton Heston, nr Hounslow, Builder Brentford Pet March 1 Ord March 30
WHYLER, THOMAS, Hucknall Torkard, Notts Nottingham Pet April 3 Ord April 3

Amended notice substituted for that published in the London Gazette of March 23:
POMERANZ, HARRIS, Maesteg, Glam, Dealer in Fancy Goods Cardiff Pet March 20 Ord March 30
London Gazette.—TUESDAY, April 10.

RECEIVING ORDERS.

ALLEN, AGNES, Leeds, Greengrocer Leeds Pet April 5 Ord April 5
ALLEN, EDWARD HENRY, Tomlin's grove, Bow rd, Solicitor's Clerk High Court Pet April 5 Ord April 5
ANDREWS, ALFRED, Haxby, Yorks, General Dealer York Pet April 6 Ord April 6
BARLOW, JOHN, Blackpool Preston Pet March 22 Ord April 6
BATES, TATNAI, and JARVIS SPEAKMAN, Droylson, Lincs, Joiners Ashton under Lyne Pet April 7 Ord April 7
BALL, ALLAN, and WALTER THROUGHTON, Lammas, Builders Preston Pet March 24 Ord April 2
BLYTHE, ROBERT, Durham, Sanitary Inspector Durham Pet April 5 Ord April 5
BOYD, WYNDHAM M. Oponshaw, Manchester, Coal Merchant Manchester Pet March 23 Ord April 6
BROWN, JAMES, Mobberley, Cheshire, Labourer Manchester Pet April 5 Ord April 5
COCKRELL, WILLIAM EDWIN, Toft Monks, Norfolk, Publican Gt Yarmouth Pet April 7 Ord April 7
COPLAND, ARTHUR EDWARD, Bradford, Watchmaker Bradford Pet April 6 Ord April 6
DAVIES, THOMAS, Upper Gwathlwy, Churchstoke, Salop, Farmer Leominster Pet April 5 Ord April 5
ELVY, THOMAS WILLIAM, Colchester rd, Earl's Court, Brewer Gloucester Pet April 4 Ord April 4
EYLES, JOSEPH, Watford, Horw, Bootmaker St Albans Pet April 4 Ord April 4
GOULD, EILEEN, MARY, Eastbourne Lower Pet April 6 Ord April 6
HACKER, WILLIAM, Hindon, Wilts, Haulier Salisbury Pet April 5 Ord April 5
HALL, THOMAS, Albert rd, Dalton, Cap Manufacturer High Court Pet April 6 Ord April 6
HAXLEY, WALTER, Tiffeld, Northampton, Pig Dealer Northampton Pet April 6 Ord April 6
HILTON, FRANK ANDERSON, and GEORGE IVON ROBERTS, Fosseville rd, Shop Fitters High Court Pet April 7 Ord April 7
HOCKLEY, GEORGE HENRY, Baling, Baker Brentford Pet April 4 Ord April 4
HOLDSBROOK, SAMUEL, Ilkerton, Derby, Plumber Derby Pet April 6 Ord April 6
JONES, JOHN GUFFRAY, Coum, Salop, Licensed Victualler Shrewsbury Pet April 3 Ord April 3
KNIGHT, JOHN, Beeston, Notts, Builder Nottingham Pet March 17 Ord April 3
LEGO, CHARLES, Lower Kingston Russell Dairy, nr Dorchester, Dairyman Dorchester Pet April 5 Ord April 5

LOVELL, HAROLD STANLEY, Compton Martin, Somerset, Farm Labourer Bristol Pet April 6 Ord April 6
MALLABY, W. Worthing Brighton Pet March 15 Ord April 5
PALLISTER, EDWARD, Middlesbrough, Clerk Middlesbrough Pet April 5 Ord April 5
PHIPPS, FREDERICK, Oxford, Builder Oxford Pet April 5 Ord April 5
ROBERTS, RICHARD, Downy, Llandfangel yn howyn, Anglesey, Farmer Bangor Pet March 30 Ord April 6
ROVNER, JAMES, Wilton rd, Hammersmith Builder High Court Pet Feb 26 Ord March 29
SMITH, THOMAS, Bathurst st, Hyde Park High Court Pet April 6 Ord April 6
SPIND, BERNARD, Bickenhead, Auctioneer Bickenhead Pet Feb 21 Ord April 5
STRANGWAD, WILLIAM, Huntingdon, Coach Builder Peterborough Pet April 7 Ord April 7
UNDERHILL, E. B. Kingston rd, West Hampstead High Court Pet March 5 Ord April 5
VAN LAUN, HENRY THEODORE, St Helen's pl, Bishopsgate 4, Merchant High Court Pet Jan 24 Ord March 12
VANEY, JOHN THOMAS, Royston, Herts, Grocer Cambridge Pet April 5 Ord April 5
WALKER, RICHARD, Blackpool Liverpool Pet March 20 Ord April 5
WALKER, HENRY CURWEN, Plymouth, General Dealer Plymouth Pet April 5 Ord April 5
WARD, FREDERICK HERBAGE, Beverley, Yorks, Printer York Pet April 5 Ord April 5
WARD, GEORGE EVELYN JOHN AINSLEY, Goughnaye, St Petersburg High Court Pet Jan 8 Ord April 5
WHITTAKER, SUSAN, Altham, nr Accrington, Mineral Water Manufacturer Burnley Pet April 7 Ord April 7

FIRST MEETINGS.

ALLEN, AGNES, Leeds, Greengrocer April 19 at 11 Off Rec, 22, Park row, Leeds
ALLEN, EDWARD HENRY, Tomlin's grove, Bow rd, Solicitor's Clerk April 24 at 11 Bankruptcy bldgs, Carey st
ANDREWS, ALFRED, Harby, Yorks, General Dealer York Pet April 6 Ord April 6
ANDREWS, ALFRED, Harby, Yorks, General Dealer York Pet April 6 Ord April 6
ASCHER, JOHN, Sheffield, Accountant April 19 at 12 Off Rec, Myrtle in, Sheffield
BROWN, JAMES, Moberley, Cheshire, Labourer April 19 at 2.30 Off Rec, Byrom st, Manchester
CLARKE, JOHN OLIVER, Gorseinon, Glam, Grocer April 19 at 12 Off Rec, 31 Alexandra rd, Swansea
CLIFF, FRANK, Southampton, Fruit Salesman April 20 at 4 Off Rec, Midland Bank chambers, High st, Southampton
COOK, ALFRED, Morten, nr Thornbury, Farmer April 20 at 11.30 Off Rec, 25 Baldwin st, Bristol
COPELAND, ARTHUR EDWARD, Bradford, Watchmaker April 20 at 8 Off Rec, 20, Tyrell st, Bradford
CRISP, RICHARD, Walton, Suffolk, Cycle Repairer April 20 at 2 Off Rec, 36, Princess st, Ipswich
DEWITT, JAMES DAVEY, Llangollen, Denbigh, Architect April 19 at 12 Off Rec, 12, Crypt chambers, Eastgate row, Chester
DRURY, JOHN, Eland, nr Crowle, Lincs, Labourer April 19 at 12.30 Off Rec, Figgate in, Sheffield
FOOLE, PHILIP, Handsworth, Tailor April 18 at 11 101, Corporation st, Birmingham
FRY, FRANK, Streatham hill, Builder April 20 at 12.30 132, York rd, Westminster Bridge
GRIFF, BETH LILWELLYN, Enfield, Builder April 19 at 3 14, Bedford row
HALL, THOMAS, Albert rd, Dalton, Cap Manufacturer April 24 at 12 Bankruptcy bldgs, Carey st
HARGREAVES, WALTER EDMUND, Shelsley, nr Huddersfield, Bleacher April 19 at 3 Off Rec, Prudential bldgs, New st, Huddersfield
HILTON, FRANK ANDERSON, and GEORGE IVOR ROBERTS, Pentonville rd, Shop Fitters April 24 at 2.30 Bankruptcy bldgs, Carey st
HUDSON, JAMES, Scotter, Lincs, Farmer April 18 at 12.30 Off Rec, 31, Silver st, Lincoln
JOHNSON, WILFRED, Thatcho Heath, St Helena, Lanes, Grocer April 30 at 10.30 Off Rec, 25, Victoria st, Liverpool
KEENE, ELIZABETH, Burton on Trent, Photographer April 19 at 11 Off Rec, 47, Full st, Derby
KING, BENJAMIN, Scarborough, Picture Dealer April 23 at 4 74, Newborough, Scarborough
KING, ERNEST FRED, Bournemouth, Cab Proprietor April 20 at 2.30 Off Rec, Midland Bank chambers, High st, Southampton
LEES, FRANK, Astley, Lanes, Wheelwright April 19 at 3 19, Exchange st, Bolton
LANDOF, JAMES ALFRED HENRY, and ARTHUR HENRY LANDOF, Buxton, Derby, Grocer April 25 at 11 Off Rec, Castle chambers, 6, Vernon st, Stockport
LOVELL, HAROLD STANLEY, Compton Martin, Somerset, Farm Labourer April 20 at 11.45 Off Rec, 25, Baldwin st, Bristol
MCULLOCH, FREDERICK JAMES, Wisbech, Cambridge, Dental Surgeon April 15 at 12.30 Off Rec, 8, King st, Norwich
MALLABY, W. Worthing Brighton April 19 at 10.45 Off Rec, 4, Pavilion figs, Brighton
MILBOTT, WILLIAM, East Loos, Cornwall, Boot Dealer April 19 at 11 Off Rec, 6, Athenaeum ter, Plymouth
MOODY, JOHN FRANKLIN, Hoyland, nr Barnsley, Farmer April 19 at 10 Off Rec, 7, Regent st, Barnsley
MYLREA, F GARLAND, Boscombe, Bournemouth April 20 at 3.15 Off Rec, Midland Bank chambers, High st, Southampton
O'LOUGHLIN, JOHN ALTHOUS, Higher Broughton, nr Manchester April 19 at 3.30 Off Rec, Byrom st, Manchester
PALLISTER, EDWARD, Middlesbrough, Clerk Middlesbrough Pet April 5 Ord April 5
PARK, BENJAMIN, Burslem, Staffs, Potter's Handler April 19 at 11.30 Off Rec, King st, Newcastle, Staffs
PEARNSALL, WALTER, Smethwick, Staffs, Cattle Salesman April 20 at 10.15 Law Courts, Lombard st, West Bromwich
RICHARDS, ROBERT GEORGE, Streatham Hill, Livery Stable Keeper April 20 at 11.30 132, York rd, Westminster Bridge

RICHARDSON, ALFRED, and CHARLES DRAPER TATTERSALL, Loughborough, Lace Merchants April 20 at 12 Off Rec, 1, Berridge st, Leicester
ROBBINS, CHARLES, Blunbridge, Glos, Licensed Victualler April 21 at 11 Off Rec, Station rd, Gloucester
ROBERTS, EVAN WILLIAM, Talywain, Penryn, RSO, Carnarvon, Quartermaster April 19 at 11.30 Crypt chambers, Eastgate row, Chester
SCRIVEN, HUBERT, Studley, Warwick, Butcher April 19 at 3 Off Rec, 8, High st, Coventry
SNEATHES, FRANK, Northampton, Confectioner April 20 at 12 Off Rec, Bridge st, Northampton
SMITH, HENRY THOMAS, Scarborough, Newsagent April 19 at 4 74, Newborough, Scarborough
SMITH, THOMAS, Bathurst st, Hyde Park April 25 at 11 Bankruptcy bldgs, Carey st
STANTON, WILLIAM BRADSHAW, Heckmondwike, Draper April 20 at 11 Off Rec, Bank chambers, Corporation st, Dewsbury
UNDERHILL, E. B. Kingston rd, West Hampstead April 23 at 11 Bankruptcy bldgs, Carey st
VULIAM, HENRY, Sutton Hoo, Lincoln, nr Hounslow, Builder April 19 at 11 14, Bedford row
WARD, FREDERICK HERBAGE, Beverley, Yorks, Printer April 19 at 1 Off Rec, The Red House, Duncombe pl, York
WATKINS, WILLIAM THEODORE, Rethon, Devon, Solicitor April 19 at 10.30 Off Rec, 9, Bedford circus, Exeter
WHITNEY, WILLIAM CHARLES, and FRED EASTON, Halton, Yorks, Builders April 20 at 11 Off Rec, 22, Park row, Leeds
WICKER, JOHN, Quadrant, Brighton, Patent Register Till Agent May 2 at 11 191, Corporation st, Birmingham

ADJUDICATIONS.

ALLEN, AGNES, Leeds, Greengrocer Leeds Pet April 5 Ord April 5
ALLEN, EDWARD HENRY, Tomlin's grove, Bow rd, Solicitor's Clerk High Court Pet April 5 Ord April 5
ANDREWS, ALFRED, Harby, Yorks, General Dealer York Pet April 6 Ord April 6
BATES, TATNALL, and JAMES SPEARMAN, Droydsden, Lanes, Builders Ashton under Lyne Pet April 7 Ord April 7
BLYNTH, ROBERT, Durham, Sanitary Inspector Durham Pet April 5 Ord April 5
BROWN, JAMES, Moberley, Cheshire, Labourer Manchester Pet April 5 Ord April 5
CAPPER, GEORGE WILLIAM, New Malden, Surrey Kingston, Surrey Pet Feb 14 Ord April 5
COCKRELL, WILLIAM EDWIN, Toff Monks, Norfolk, Publican Gt Yarmouth Pet April 7 Ord April 7
COLE, THOMAS EDWARD, Liverpool, Manufacturing Confectioner Liverpool Pet March 19 Ord April 5
COPELAND, ARTHUR EDWARD, Bradford, Watchmaker Bradford Pet April 6 Ord April 6
DAVIES, THOMAS, Upper Gwartlow, Churchstoke, Salop, Farmer Leominster Pet April 5 Ord April 7
ELLAM, W. Croxson, Boot Dealer Croxson Pet Feb 19 Ord April 5
EVLES, JOSEPH, Watford, Bootmaker St Albans Pet April 4 Ord April 4
FARRELL, WILLIAM TAIT, Loxelle, Birmingham, Small Oak Worker Birmingham Pet March 12 Ord April 5
GIDLEY, JOHN OULTON, Eastville, Bristol, Baker Bristol Pet March 17 Ord April 7
GOULD, HELENIA MARY, Eastbourne Lewes Pet April 6 Ord April 6
HACKER, WILLIAM, Hindon, Wilts, Haulier Salisbury Pet April 5 Ord April 5
HAXLEY, WALTER, Tiffeld, Northampton, Pig Dealer Northampton Pet April 6 Ord April 6
HILTON, FRANK ANDERSON, and GEORGE IVOR ROBERTS, Pentonville rd, Shop Fitters High Court Pet April 7 Ord April 7
HOCKLEY, GEORGE HENRY, Northfield in, Ealing, Baker Brentford Pet April 5 Ord April 4
HOLDSBROOK, SAMUEL, Ilkeston, Derby, Plumber Derby Pet April 6 Ord April 6
HUNTER, ROBERT, Union st, Old Broad st, Accountant High Court Pet Jan 8 Ord April 7
HUTCHINSON, ELIZABETH, Wimbledon Park parade High Court Pet Feb 15 Ord March 31
JACKSON, JAMES, and EDWARD JACKSON, Portwood, Stockport, Wheelwrights Stockport Pet March 9 Ord April 7
JONES, JOHN GIFFERTY, Coumd, Salop, Licensed Victualler Shrewsbury Pet April 5 Ord April 5
LEGO, CHARLES, Lower Kingston Russell Dairy, nr Dorchester, Dairyman Dorchester Pet April 5 Ord April 5
LENNARD, STEPHEN, Bexhill, Sussex, Builder Hastings Pet March 1 Ord April 2
LUST, JOHN, Liverpool, Paint Dealer Liverpool Pet March 5 Ord April 5
MALLABY, W. Worthing Brighton Pet March 15 Ord April 7
PALLISTER, EDWARD, Middlesbrough, Clerk Middlesbrough Pet April 5 Ord April 5
PAYNE, HENRY, Catford, Jeweller Wandsworth Pet March 15 Ord April 6
RAY, JOHN BAYAN, Guycliff Mill, Glasshouses, Pateley Bridge, Yorks, Miller Northallerton Pet March 21 Ord April 4
SMITH, THOMAS, Bathurst st, Hyde Park High Court Pet April 6 Ord April 6
STEVENS, GEORGE JOHN, Enfield Highway, Dairyman Edmonton Pet March 6 Ord April 5
STRANGWAD, WILLIAM, Huntingdon, Coach Builder Peterborough Pet April 7 Ord April 7
VANEY, JOHN THOMAS, Royston, Herts, Grocer Cambridge Pet April 5 Ord April 7
WALKER, HENRY CURWEN, Plymouth, General Dealer Plymouth Pet April 5 Ord April 5
WARD, FREDERICK HERBAGE, Beverley, Yorks, Printer Yorks Pet April 5 Ord April 5
WHITNEY, WILLIAM CHARLES, and FRED EASTON, Halton, Yorks, Builders Leeds Pet April 5 Ord April 5
WHITTAKER, SUSAN, Altham, nr Accrington, Mineral Water Manufacturer Burnley Pet April 7 Ord April 7

WICKER, JOHN, Quadrant, Brighton, Patent Register Till Agent Birmingham Pet Feb 26 Ord April 6
ADJUDICATION ANNULLED AND RECEIVING ORDER RESCINDED.
ROWLEY, HENRY THOMAS, Richmond pl, Russell st, Holloway, Commission Agent High Court Rec Oct March 14, 1891 Adjud Nov 9, 1891 Rec and Annul April 5

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